

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

Between

**Illinois Bell Telephone Company
(Ameritech Illinois)**

and

TDS METROCOM

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 (Agreement) is dated as of _____, 2001 by and between **Illinois Bell Telephone Company ("AMERITECH-ILLINOIS")**, and, TDS Metrocom ("CLEC") (a Delaware corporation), shall apply to the state(s) of Illinois,

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where **AMERITECH-ILLINOIS** is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and **AMERITECH-ILLINOIS** 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

1.0 INTRODUCTION AND SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the terms, conditions and prices under which **AMERITECH-ILLINOIS** agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) unbundled Network Elements, (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to **AMERITECH-ILLINOIS'** network and compensation for the transport and termination of telecommunications.
- 1.2 The Network Elements or Resale Services provided pursuant to this Agreement may be connected to other Network Elements or Resale Services provided by **AMERITECH-ILLINOIS** or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete relocate or modify the Resale Services, Network Elements purchased hereunder.
- 1.3 Except as provided in this Agreement, during the term of this Agreement, **AMERITECH-ILLINOIS** will not discontinue, as to CLEC, any Network Element, or Ancillary Functions offered to CLEC hereunder. This Section is not intended to impair **AMERITECH-ILLINOIS'** ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements or Ancillary Functions made by **AMERITECH-ILLINOIS** to CLEC as set forth in the terms of this Agreement.
- 1.4 **AMERITECH-ILLINOIS** may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.
- 1.6 Unless otherwise provided in the Agreement, **AMERITECH-ILLINOIS** will perform all of its obligations concerning its offering of Resale Services and Unbundled Network Elements under this Agreement throughout the entire service area where **AMERITECH-ILLINOIS** is deemed to be the Incumbent Local Exchange Carrier under the Act.; provided, that **AMERITECH-ILLINOIS'** obligations to provide Ancillary Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas. provided, that **AMERITECH-ILLINOIS'** obligations to provide Ancillary

Functions or to meet other requirements of the Act covered by this Agreement are not necessarily limited to such service areas.

2. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.1 GENERAL DEFINITIONS

- 2.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 2.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 2.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 2.1.5 **“Advanced Services”** means intrastate or Interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **AMERITECH-ILLINOIS** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 2.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 2.1.5.2 x.25-based and x.75-based packet technologies, or
 - 2.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

- 2.1.6 **“Affiliate”** is As Defined in the Act.
- 2.1.7 **“Alternate Billing Service (ABS)”** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 2.1.8-2.1.11 Not Used
- 2.1.12 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.
- 2.1.13 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.1.14 **“As Defined in the Act”** means as specifically defined by the Act.
- 2.1.15 **“As Described in the Act”** means as described in or required by the Act.
- 2.1.16 **“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.
- 2.1.17 **“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.
- 2.1.18 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 2.1.19 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC**-owned ILEC does not provision new retail services and products.
- 2.1.20 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.

- 2.1.21 **“CABS”** means the Carrier Access Billing System.
- 2.1.22 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 2.1.23 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 2.1.24 **“Calling Name Delivery Service (CNDS)”** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 2.1.25 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 2.1.26 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 2.1.27 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 2.1.28 **“Centralized Message Distribution System” (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS.
- 2.1.29 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 2.1.29.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

- 2.1.29.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.1.30 **“CNAM Query”** means a LIDB Service Application that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 2.1.31 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 2.1.32 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation.
- 2.1.33 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 2.1.34 **“Commission”** means the **Illinois Commerce Commission (ICC)**
- 2.1.35 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.1.36 **“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.
- 2.1.37 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.1.38 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments,

message units, or otherwise, that is recorded by **AMERITECH-ILLINOIS** and forwarded to CLEC.

- 2.1.39 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 2.1.40 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.1.41 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 2.1.42 **“Delaying Event”** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 2.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 2.1.42.3 any Force Majeure Event.
- 2.1.43 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 2.1.44 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 2.1.44.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

- 2.1.44.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.1.44.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.1.45 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 2.1.46 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.1.47 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 2.1.48 **“Exchange Access”** is As Defined in the Act.
- 2.1.49 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 2.1.50 **“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.
- 2.1.51 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 2.1.52 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 2.1.53 **“Feature Group D” (FG-D)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.

- 2.1.54 **“FCC”** means the Federal Communications Commission.
- 2.1.55 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs”, is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 2.1.56 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.1.57 **“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.
- 2.1.58 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.
- 2.1.59 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.1.60 **“Integrated Services Digital Network” (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 2.1.61 **“Interconnection”** is As Defined in the Act.
- 2.1.62 **“Interexchange Carrier” (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

- 2.1.63 **“InterLATA”** is As Defined in the Act.
- 2.1.64 **“Intermediate Distribution Frame” (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 2.1.65 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 2.1.66 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 2.1.67 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 2.1.68 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 2.1.69 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 2.1.70 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 2.1.71 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 2.1.72 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 2.1.73 **“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.

- 2.1.74 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 2.1.75 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 2.1.76 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.1.77 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 2.1.78 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 2.1.79 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.1.80 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document,

published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

- 2.1.81 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.1.82 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 2.1.83 **“Multiple Bill/Single Tariff”** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).
- 2.1.84 **“Mutual Compensation”** is the compensation agreed upon by the Parties for those “Local Calls” that originate on one network and terminate on the other network.
- 2.1.85 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 2.1.86 **“Network Element”** is As Defined in the Act.
- 2.1.87 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 2.1.88 **“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

NPA's are NPA's which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPA's are NPA's that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPA's in the N00 format, e.g., 800.

- 2.1.89 **"Number Portability"** is As Defined in the Act.
- 2.1.90 **"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.
- 2.1.91 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.1.92 **"Originating Point Code" (OPC)** means a code assigned to identify CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.
- 2.1.93 **"Party"** means either CLEC or the **SBC**-owned ILEC; use of the term "Party" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the **SBC**-owned ILEC; use of the term "Parties" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 2.1.94 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.
- 2.1.95 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
- 2.1.96 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 2.1.97 **"Rate Center Area"** means the following in each applicable area:
- 2.1.97.1 **AMERITECH-ILLINOIS**
- 2.1.97.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned

to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

- 21.98 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 21.99 **“Reference of Calls”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 2.1.100 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.1.101 **AMERITECH-ILLINOIS** - As used herein, **AMERITECH-ILLINOIS** means Illinois Bell Telephone Company, the applicable SBC owned ILEC(s) doing business in Illinois.
- 2.1.104 Intentionally Omitted.
- 2.1.105 Intentionally Omitted.
- 2.1.106 Intentionally Omitted.
- 2.1.107 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 2.1.108 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

- 2.1.109 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 2.1.110 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 2.1.111 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 2.1.112 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 2.1.113 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 2.1.114 **“Special Billing Number” SBN** means a Line Record in LIDB that is based on an NXX-o/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 2.1.115 **“State Abbreviation”** means the following:
- 2.1.115.1 “IL” means Illinois
- 2.1.121 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.
- 2.1.122 **“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.
- 2.1.123 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 2.1.124 **“Telecommunications”** is As Defined in the Act.
- 2.1.125 **“Telecommunications Carrier”** is As Defined in the Act.
- 2.1.126 **“Telecommunications Service”** is As Defined in the Act.

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

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

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

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

2.1.131 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

2.1.132 **“Trunk”** means a communication line between two switching systems.

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

2.2 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

2.2.1 **“Data Base Administration Center” (DBAC)** means an **AMERITECH-ILLINOIS** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

2.2.2 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in **AMERITECH-ILLINOIS** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing Points, Activation Dates, the POI(s) and the applicable **AMERITECH-ILLINOIS** Central Offices.

- 2.2.3 **“Digital Cross Connect Panel” (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 2.2.4 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 2.2.5 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.2.6 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 2.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 2.2.8 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

2.5 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

- 2.5.1 **“Centralized AMA” (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.
- 2.5.2 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.

2.6 DEFINITIONS APPLICABLE TO AMERITECH REGION ONLY

- 2.6.1 **“Automatic Route Selection” or “ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 2.6.2 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. These definitions appear to be related to two different scenarios and will need to remain in tact.
- 2.6.3 **“Enhanced LECLink”** is an customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).
- 2.6.4 **“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 2.6.5 **“Line Side”** refers to the switch port toward the CLEC’s side of the equipment.
- 2.6.6 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the AMERITECH-ILLINOIS Serving Wire Center.
- 2.6.7 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 2.7 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. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without

limitation” and/or “but not limited to.” The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.0 Effective Date

- 3.1 This Agreement becomes effective (“Effective Date”) (1) when executed by each Party and ten (10) calendar days after the approved by the State Commission under Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4.0 Intervening Law

- 4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (“Applicable Rules”). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, “Amended Rules”), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this 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 further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5.0 Term of Agreement

- 5.1 This Agreement will become effective as of the Effective Date stated above, and will expire on May 1, 2003 (the “Term”). Absent the receipt of a written Notice of Non

Renewal and Request for Negotiation (Non Renewal Notice) from one Party to the other Party , not later than 180 days before the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on or after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4..

- 5.2 Notwithstanding any other provision of this Agreement, either Party (the “Terminating 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 in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2.; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.
- 5.3 If pursuant to Section 5.1, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
 - 5.4.1 Each Party shall continue to comply with its obligations set forth in Section 5.2; and
 - 5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.
 - 5.4.3 Each Party's confidentiality obligations shall survive; and

- 5.4.4 Each Party's indemnification obligations shall survive.
- 5.5 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **AMERITECH-ILLINOIS** written confirmation if CLEC wishes to pursue a successor agreement with **AMERITECH-ILLINOIS** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **AMERITECH-ILLINOIS**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **AMERITECH-ILLINOIS** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.6 The rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.
- 5.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **AMERITECH-ILLINOIS** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the earlier of (i) the ninety-first (91st) calendar day following **AMERITECH-ILLINOIS**' receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the **Commission** of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.8 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **AMERITECH-ILLINOIS** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the **SBC**-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90)

calendar days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.

- 5.9 In the event of termination of this Agreement pursuant to Section 5.8, **AMERITECH-ILLINOIS** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6.0 Assignment

- 6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that **AMERITECH-ILLINOIS** may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of CLEC to a 100 per cent owned affiliate of **SBC**, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 6.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

- 7.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate 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, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION.

- 8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one party ("the Disclosing Party") or its agent, employee, representative or Affiliate to the other in connection with this Agreement, during negotiations and the term of this Agreement:
- 8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or
 - 8.1.2 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and
 - 8.1.3 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").
- 8.2 Proprietary Information Shall be Held in Confidence
- 8.2.1 Each Receiving Party agrees that:
- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
 - (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and
- (d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

- 8.3.1 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

- 8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
- 8.3.3 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
- 8.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary 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 Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 8.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary 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 Proprietary 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 8.4 with respect to all or part of such requirement.

8.4.3 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 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, **AMERITECH-ILLINOIS** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **AMERITECH-ILLINOIS'** activities under the Act if **AMERITECH-ILLINOIS** has provided reasonable prior written notice to CLEC and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary 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 Proprietary 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.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the 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 Derivative 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.

8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this section 8 shall obligate either Party to disclose to the other Party any particular information.

8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 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. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. Liability and Indemnification

9.1 Limitation of Liabilities

- 9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AMERITECH-ILLINOIS or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 9.1.2 Except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 9.1.3 NO CONSEQUENTIAL DAMAGES

NEITHER CLEC NOR AMERITECH-ILLINOIS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), 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 WILL LIMIT AMERITECH-ILLINOIS' OR CLECS 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 AMERITECH-ILLINOIS OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.1.4 This Section 9 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

10. REMEDIES

- 10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

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

12. INDEMNITY

- 12.1 Intentionally omitted.
- 12.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (**"Fault"**) of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing

within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

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

12.3.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and

12.3.1.2.2 no infringement would have occurred without such modification.

12.3.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

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

12.4.1 **AMERITECH-ILLINOIS** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as **AMERITECH-ILLINOIS**.

12.4.1.1 **AMERITECH-ILLINOIS** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by **AMERITECH-ILLINOIS**.

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

12.4.1.3 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 12.4.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights

relate and apportioned to all requesting carriers using that unbundled network element including **AMERITECH-ILLINOIS**.

12.4.2 **AMERITECH-ILLINOIS** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's Network Elements) in **Ameritech-Illinois'** network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **AMERITECH-ILLINOIS** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.3 **AMERITECH-ILLINOIS** does not and shall not indemnify defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **AMERITECH-ILLINOIS'** network and unbundling and/or combining **AMERITECH-ILLINOIS'** Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights **AMERITECH-ILLINOIS** agrees in Section 12.4.1 to use its best efforts to obtain.

12.4.4 Intentionally Omitted

12.4.5 CLEC shall reimburse **AMERITECH-ILLINOIS** for damages to **AMERITECH-ILLINOIS'** facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **AMERITECH-ILLINOIS'** facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by CLEC, its agents or subcontractors or CLEC's End User. Upon reimbursement for damages, **AMERITECH-ILLINOIS** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **AMERITECH-ILLINOIS** for the damages to the extent of such payment.

12.4.6 **AMERITECH-ILLINOIS** shall reimburse CLEC for damages to CLEC's facilities utilized to provide or access Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of **AMERITECH-ILLINOIS**, its agents or subcontractors or SBC 13STATE's End User or resulting from **AMERITECH-ILLINOIS**' improper use of CLEC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by **AMERITECH-ILLINOIS** its agents or subcontractors OR **AMERITECH-ILLINOIS**' End User. Upon reimbursement for damages, CLEC will cooperate with **AMERITECH-ILLINOIS** in prosecuting a claim against the person causing such damage. **AMERITECH-ILLINOIS** shall be subrogated to the right of recovery by CLEC for the damages to the extent of such payment.

12.7 **Obligation to Defend; Notice; Cooperation**

- 12.7.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will 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 will have the right to defend against such liability or assertion in which event the Indemnifying Party will 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.
- 12.7.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 12.7.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 12.8 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.
- 12.9 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 12.10 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 12.10.1 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 12.10.2 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

- 13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed

against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

- 14.1 The deposit requirements set forth in this Section 14 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 14.2 through 14.10, inclusive.
- 14.2 If CLEC has not established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILECs where CLEC is doing or has done business as a local service provider, CLEC shall remit an initial cash deposit to such **SBC**-owned ILEC prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. Notwithstanding the foregoing, the **SBC**-owned ILEC shall not require an initial deposit from CLEC for a particular state if CLEC is already operating in that state under a predecessor interconnection agreement with an SBC-owned ILEC. However, the preceding sentence shall not be construed to waive the initial deposit if CLEC was required to make a deposit under the predecessor agreement. The deposit required by this Section 14.2 shall be determined as follows:
- 14.2.1 Not Used.
- 14.2.2 Not Used.
- 14.2.3 Subject to external credit check verification and/or financial statement review, **AMERITECH-ILLINOIS** may require two (2) to four (4) months of projected average monthly billings as a deposit.
- 14.2.4 If CLEC has established a minimum of twelve (12) consecutive months good credit history with all **SBC**-owned ILEC(s) with which CLEC is doing or has done business as a Local Service Provider, **AMERITECH-ILLINOIS** shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 14.1 through Section 14.10 of this Agreement shall continue to apply in each state for the Term . In determining whether CLEC has established a minimum of twelve (12) consecutive months good credit history with each **SBC**-owned ILEC with which CLEC is doing or has done business, CLEC's payment record with each **SBC**-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

- 14.3 Any cash deposit for one state shall be held by **AMERITECH-ILLINOIS** as a guarantee of payment of charges billed to CLEC, provided, however, **AMERITECH-ILLINOIS** may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 14.3.1 when **AMERITECH-ILLINOIS** sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or
 - 14.3.2 when **AMERITECH-ILLINOIS** suspends CLEC's ability to process orders in accordance with Section 17.7; or
 - 14.3.3 when CLEC files for protection under the bankruptcy laws; or
 - 14.3.4 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 14.3.5 when this Agreement expires or terminates; or
 - 14.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, **AMERITECH-ILLINOIS** shall credit any cash deposit to CLEC's account so long as CLEC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
 - 14.3.7 For the purposes of this Section 14.3, interest will be calculated as specified in Section 15.1.5.1 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 14.4 So long as CLEC maintains timely compliance with its payment obligations, **AMERITECH-ILLINOIS** will not increase the deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, **AMERITECH-ILLINOIS** reserves the right to require additional deposit(s) in accordance with Section 14.1 and Section 14.5 through Section 14.10.
- 14.5 If during the first six (6) months of operations in a state covered by this Agreement, CLEC has been sent one delinquency notification letter by **AMERITECH-ILLINOIS**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 14.5.1 for a two (2) to four (4) month period exceeds the deposit amount held.

- 14.6 Throughout the Term, any time CLEC has been sent two (2) delinquency notification letters for any one state by **AMERITECH-ILLINOIS**, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average:
- 14.6.1 for a two (2) to four (4) month period exceeds the deposit amount held.
- 14.7 Whenever a deposit is re-evaluated as specified in Section 14.5 or Section 14.6, such deposit shall be calculated in an amount equal to the average billing to CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC's CBAs/ESBAs/ASBS ("ASBS" is utilized in **AMERITECH-ILLINOIS** region only) and BANs for Resale Services or Network Elements within that state shall be used to calculate CLEC's monthly average.
- 14.8 Whenever a deposit is re-evaluated as specified in Section 14.5 and Section 14.6, CLEC shall remit the additional deposit amount to **AMERITECH-ILLINOIS** within thirty (30) calendar days of receipt of written notification from **AMERITECH-ILLINOIS** requiring such deposit. If CLEC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **AMERITECH-ILLINOIS** shall begin the process set forth in Section 17 of this Agreement for that state.
- 14.9 The fact that **AMERITECH-ILLINOIS** holds either a cash deposit or irrevocable bank letter of credit does not relieve CLEC from timely compliance with its payment obligations under this Agreement.

15. BILLING AND PAYMENT OF RATES AND CHARGES

- 15.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 15.1.1 Remittance in full of all bills rendered by **AMERITECH-ILLINOIS** is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**") and shall be paid in accordance with the terms of Section 15.3 of this Agreement.
- 15.1.2 Intentionally Omitted.
- 15.1.3 Intentionally Omitted.

- 15.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the **“Bill Due Date”**) and shall be paid in accordance with the terms of Section 15.3 of this Agreement.
- 15.1.5 If either party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, **“Past Due”**), then a late payment charge shall be assessed as provided in Sections 15.1.5.1 as applicable.
- 15.1.5.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.
- 15.2 Intentionally Omitted.
- 15.3 The parties shall make all payments via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by each Party. Remittance information will be communicated together with the funds transfer via the ACH network. The Parties shall use the CCD+ or the CTX transaction set, or such other transaction set as a Party may designate. CLEC and **AMERITECH-ILLINOIS** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received no later than the Bill Due Date of each bill or Late Payment Charges will apply. **Neither Party** shall be liable for any delays in receipt of funds or errors in entries caused by the other party or Third Parties, including the receiving Party's financial institution. Each Party is responsible for its own banking fees.
- 15.4 If any portion of an amount due to a Party (the **“Billing Party”**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **“Non-Paying Party”**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**“Disputed Amounts”**) and include in such written notice the specific details and reasons for disputing each item listed in Section 16.3.4. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 15.5 Failure by the Non-Paying Party to pay any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the

Billing Party within the time specified in the order shall be considered a breach of this Agreement.

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

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

- 16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 16.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.
- 16.1.3 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Commencing Dispute Resolution

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

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

16.3 LSC/Service Center/LEC-C Dispute Resolution

The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

- 16.3.1 If the written notice given pursuant to Section 15.4 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the dispute shall first be referred to the appropriate service center; for resolution. In order to resolve a billing dispute, CLEC shall furnish **AMERITECH-ILLINOIS** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount.
- 16.3.2 The Parties shall attempt to resolve Disputed Amounts appearing on **AMERITECH-ILLINOIS**' current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC furnishes all requisite information and evidence under Section 16.3.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **AMERITECH-ILLINOIS** will notify CLEC of the status of the dispute and the expected resolution date.
- 16.3.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that CLEC furnishes all requisite information and evidence under Section 10.4.1), **AMERITECH-ILLINOIS** will notify CLEC of the status of the dispute and the expected resolution date.
- 16.3.4 Any notice of Disputed Amounts given by **AMERITECH-ILLINOIS** to CLEC pursuant to Section 16.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information)

questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **AMERITECH-ILLINOIS** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **AMERITECH-ILLINOIS**, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **AMERITECH-ILLINOIS** of the status of the dispute and the expected resolution date.

16.3.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 16.3, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 16.4 of this Agreement.

16.4 **Informal Resolution of Disputes**

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.3 or Section 16.4., each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 **Formal Resolution of Disputes**

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the

Commission. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 **Arbitration**

16.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Chicago, Illinois, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. **TERMINATION OF SERVICE TO CLEC**

17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, 17.4 and 17.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 17.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

17.2 Failure of CLEC to pay charges or by the due date provide reasonably specific notice of any disputed charges, (Unpaid Charges), may be grounds for disconnection of Interconnection, Resale Services, network Elements, functions, facilities, products and services furnished under this Agreement. If CLEC fails to pay by the Bill Due Date, any and all charges billed to them under this Agreement, including 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 shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

- 17.3 Intentionally Omitted
- 17.4 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.
- 17.5 If any CLEC charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (30 calendar days from the due date of such unpaid charges), **AMERITECH-ILLINOIS** will notify CLEC, the appropriate commission(s) and the end user’s IXC(s) of Record in writing, that unless all charges are paid within thirty (30) calendar days, CLEC’s service may be disconnected and CLEC’s end users may be switched to another provider’s local service as directed by the commission. **AMERITECH-ILLINOIS** may also suspend order acceptance at this time.
- 17.6 **AMERITECH-ILLINOIS** may discontinue service to CLEC upon failure to pay undisputed charges only as provided in this section, and will have no liability to CLEC in the event of such disconnection.
- 17.7 After disconnect procedures have begun, **AMERITECH-ILLINOIS** will not accept service orders from CLEC until all unpaid, undisputed charges are paid. **AMERITECH-ILLINOIS** will have the right to require a deposit equal to one month’s charges (based on the highest previous month of service from **AMERITECH-ILLINOIS**) prior to resuming service to CLEC after disconnect for nonpayment.
- 17.8 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate **AMERITECH-ILLINOIS** to continue to provide service to any such end users or to limit any and all disconnection rights **AMERITECH-ILLINOIS** may have with regard to such end users.
- 17.9 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, dispute any portion of the Unpaid Charges CLEC shall pay the undisputed portion of the charges, and follow the procedures set forth in Section 16.3 with respect to the disputed portion of the charges.

17.10 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 16.

17.11 **SBC-AMERITECH region only**

17.11.1. Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay any revised deposit or (iii) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

17.11.2 assess a late payment charge and where appropriate, a dishonored check charge;

17.11.3 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

17.11.4 refuse to accept new, or complete pending, orders; and/or

17.11.5 discontinue service.

17.11.6 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

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

17.11.8 Sections 17.11.4 and 17.11.5 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark

17.11.9 Once disconnection has occurred, additional charges may apply.

18. **NOTICES**

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission;

provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CLEC:

Shane T. Kaatz
Manager Carrier Relations
TDS Metrocom
1212 Deming Way, Suite 350
Madison, WI 53717

18.3 If to **AMERITECH-ILLINOIS**:

Contract Administration
ATTN: Notices Manager
Four Bell Plaza, 9th Floor
311 S. Akard Street
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

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

19. **TAXES**

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party

and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

- 19.3 If either Party is audited by a taxing authority or other governmental entity 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.
- 19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 12.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 12.7.
- 19.5 If applicable law excludes or exempts a purchase of 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 (i) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 19.6 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.
- 19.7 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, 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.

- 19.8 With respect to any Tax or Tax controversy covered by this **Section 19**, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 19.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. **FORCE MAJEURE**

- 20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. **PUBLICITY**

- 21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display

the other'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. This does not prohibit the use of valid comparison advertising.

- 21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

- 22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.
- 22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 22.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call

volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users.

- 22.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and **AMERITECH-ILLINOIS** the parties agree to the following:

22.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.

22.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to **AMERITECH-ILLINOIS**' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

22.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. **LAW ENFORCEMENT AND CIVIL PROCESS**

- 23.1 **AMERITECH-ILLINOIS** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 **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 a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 **Subpoenas**

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so; if response requires the assistance of the other party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. CHANGES IN SUBSCRIBER CARRIER SELECTION

24.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will

be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. 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. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

- 25.2 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 16.

26. INTENTIONALLY OMITTED.

27. GENERAL RESPONSIBILITIES OF THE PARTIES

- 27.1 Intentionally Omitted

- 27.2 **AMERITECH-ILLINOIS** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

- 27.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for

participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 27.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 27.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 27.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 27.7 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:
 - 27.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 27.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - 27.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 27.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in

Sections 27.7 through 27.7.3 of this Agreement provided that a Party may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.

- 27.7.5 The Parties agree that companies affording the insurance coverage required under Section 27.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 27.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 27.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 27.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 27.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 27.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 27.7.8 This Section 27.7 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.

- 27.8 Upon CLEC signature of this Agreement, CLEC shall provide **AMERITECH-ILLINOIS** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 27.9 In the event that CLEC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **AMERITECH-ILLINOIS** within thirty (30) calendar days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **AMERITECH-ILLINOIS** for the costs to be incurred by **AMERITECH-ILLINOIS** to make the CLEC Change to the applicable **AMERITECH-ILLINOIS** databases, systems, records and/or recording announcement(s) for CLEC branded/repair calls. In addition, CLEC shall compensate **AMERITECH-ILLINOIS** for any service order charges and/or service request charges associated with such CLEC Change. **AMERITECH-ILLINOIS**' agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to CLEC for such CLEC Change.
- 27.10 When a End User changes its service provider from **AMERITECH-ILLINOIS** to CLEC or from CLEC to **AMERITECH-ILLINOIS** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 27.10.1 The following pertains to **AM-IL** region only:
- 27.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 27.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to

delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

- 27.12 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.

28. AUTHORITY

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

29. BINDING EFFECT

- 29.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

30. CONSENT

- 30.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

31. EXPENSES

- 31.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 31.2 **AMERITECH-ILLINOIS** and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

32. HEADINGS

- 32.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

33. RELATIONSHIP OF PARTIES/INDEPENDANT CONTRACTOR

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

perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

34. CONFLICT OF INTEREST

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

35. MULTIPLE COUNTERPARTS

35.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

36. THIRD PARTY BENEFICIARIES

36.1 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 and will not be construed to 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.

37. REGULATORY APPROVAL

37.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

37.2 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement

are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

38. REGULATORY AUTHORITY

- 38.1 AMERITECH-ILLINOIS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with AMERITECH-ILLINOIS in obtaining and maintaining any required approvals for which AMERITECH-ILLINOIS is responsible, and AMERITECH-ILLINOIS will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 38.2 No Tariff filing will supercede any provision of this agreement. This Section is not intended to apply to any AMERITECH-ILLINOIS tariffs or filings which do not affect CLEC's rights or AMERITECH-ILLINOIS' obligations to CLEC under this Agreement. This Section does not impair AMERITECH-ILLINOIS' right to file tariffs nor does it impair AMERITECH-ILLINOIS' right to file tariffs proposing new products and services and changes in the prices, terms and conditions of existing products and services, including discontinuance or grandfathering of existing features or services, of any telecommunications services that AMERITECH-ILLINOIS provides or hereafter provides to CLEC under this Agreement pursuant to the provision of Appendix: Resale, nor does it impair CLEC' right to contest such tariffs before the appropriate Commission.
- 38.3 AMERITECH-ILLINOIS shall comply with tariff notification requirements of Section 13-505 of the Illinois Public Utility Act, 220 ILCS 5/13-505 and 83 Ill. Admin Code 745, as they are amended from time to time.

39. COMPLIANCE AND CERTIFICATION

- 39.1 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.

- 39.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 39.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 39.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

40. AUDITS

- 40.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement (**"service start date"**) for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 40.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30)

calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

- 40.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 40.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 40.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 40.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.5.1 (depending on the **SBC**-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge

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

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

40.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

41. COMPLETE TERMS

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

42. COOPERATION ON PREVENTING END USER FRAUD

42.1 Neither party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

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

- 42.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.
- 42.4 **AMERITECH-ILLINOIS** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **AMERITECH-ILLINOIS** will provide via fax.
- 42.4.1 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Sleuth alert.
- 42.4.2 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 42.4.3 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

43. NOTICE OF NETWORK CHANGES

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 provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks, in compliance 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**").

44. GOOD FAITH PERFORMANCE

- 44.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the

resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

45. INTENTIONALLY OMITTED.

46. INTENTIONALLY OMITTED.

47. GOVERNMENTAL COMPLIANCE

47.1 CLEC and **AMERITECH-ILLINOIS** each will comply at its own expense with all applicable law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and **AMERITECH-ILLINOIS** each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, **AMERITECH-ILLINOIS**, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for **AMERITECH-ILLINOIS** to provide the Network Elements and Resale services pursuant to this Agreement.

48. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

48.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

48.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

48.1.2 listed by any governmental agency as a hazardous substance.

48.2 CLEC will in no event be liable to **AMERITECH-ILLINOIS** for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. **AMERITECH-ILLINOIS** will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and

expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that **AMERITECH-ILLINOIS**, its contractors or agents introduce to the work locations or (ii) the presence or Release of any Environmental Hazard for which **AMERITECH-ILLINOIS** is responsible under Applicable Law.

- 48.3 **AMERITECH-ILLINOIS** will in no event be liable to CLEC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that **AMERITECH-ILLINOIS** did not introduce to the affected work location. CLEC will indemnify, defend (at **AMERITECH-ILLINOIS**' request) and hold harmless **AMERITECH-ILLINOIS**, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CLEC, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CLEC is responsible under Applicable Law.

49. SUBCONTRACTING

- 49.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or 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 will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

50. REFERENCED DOCUMENTS

- 50.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any

amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

50.2 References

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

50.3 Tariff References

50.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

50.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

50.4 Conflict in Provisions

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

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

50.5 Joint Work Product

50.5.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly

interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

51. SEVERABILITY

51.1 Subject to the provisions set forth in Section 4 of the general Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

51.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service.

52. SURVIVAL OF OBLIGATIONS

52.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

53. GOVERNING LAW

53.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State

of Illinois, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Chicago, Illinois, and waive any and all objection to any such venue.

54. PERFORMANCE CRITERIA

54.1 Specific provisions governing failure to meet Performance Criteria are contained in APPENDIX PERFORMANCE MEASUREMENTS.

55. INTENTIONALLY OMITTED

56. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

56.1 Subject to the conditions and limitations specified in Paragraph 43 of the **SBC-Merger Conditions**¹, **AMERITECH-ILLINOIS** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Service Area within any other **SBC** state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), by **SBC** (that at all times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC** is a party.

56.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

¹ See the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

56.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 56 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

57. APPENDICES INCORPORATED BY REFERENCE

APPENDICES INCORPORATED BY REFERENCE

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

AMERITECH-ILLINOIS shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

COLLOCATION -- SECTION 251(c)(6)

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

DATABASE ACCESS

AMERITECH-ILLINOIS shall provide to CLEC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference.

DIALING PARITY; INTERIM AND PERMANENT NUMBER PORTABILITY

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act. **AMERITECH-ILLINOIS** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act. The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

BRANDING

Specific provisions concerning the branding of services provided to CLEC by **AMERITECH-ILLINOIS** under this Agreement are contained in the following Appendices to this Agreement: Appendix: Resale; Appendix OS-; and Appendix DA-;.

RESALE

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

UNBUNDLED NETWORK ELEMENTS

Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, **AMERITECH-ILLINOIS** will provide CLEC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. Specific Provisions concerning Unbundled Network Elements are addressed in Appendix Unbundled Network Elements, and other applicable Appendices.

OSS AND COMPREHENSIVE BILLING

In connection with its Resale of services and furnishing Unbundled Network Elements to CLEC, **AMERITECH-ILLINOIS** agrees to provide to CLEC OSS, and Billing pursuant to the terms specified in Appendix OSS.

INTERCONNECTION TRUNKING REQUIREMENTS

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

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

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

TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(C)(2)(D); 252(D)(1) AND (2); 47 CFR § 51.305(A)(5).

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

AIN

One or more of the ILECs making up **SBC** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible,

AMERITECH-ILLINOIS will provide CLEC with access to **Ameritech-Illinois'** Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

DIRECTORY ASSISTANCE (DA)

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

HOSTING

AMERITECH-ILLINOIS shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **Ameritech-Illinois'** internal network or the nationwide CMDS network pursuant to the applicable Appendix Hosting, which is/are attached hereto and incorporated herein by reference.

OPERATOR SERVICES (OS)

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

Signaling System 7 Interconnection

At CLEC's request, **AMERITECH-ILLINOIS** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

COMPENSATION FOR DELIVERY OF TRAFFIC

The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

ANCILLARY FUNCTIONS

Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. **AMERITECH-ILLINOIS** agrees to provide Ancillary Functions to CLEC as set forth in Appendices: Collocation and ROW.

58. CUSTOMER INQUIRIES

- 58.1 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.

- 58.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 58.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

59. DISCLAIMER OF WARRANTIES

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

60. NO WAIVER

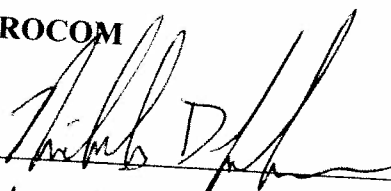
- 60.1 CLEC's agreement herein to accept less than fully operational electronic interfaces to operations support systems functions on and after January 1, 1997, will not be deemed a waiver of Section 251(c)(3) of the Act to receive such interfaces on that date.

61. OTHER REQUIREMENTS AND APPENDICES

- 61.1 This Agreement incorporates a number of listed Appendices which, together with their associated Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.
- 62.2 Appended to this Agreement and incorporated herein are the Appendices. To the extent that any definitions, terms or conditions in any given Appendix differ from those contained in the main body of this Agreement, those definitions, terms or

conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Appendix contains a term length that differs from the term length in the main body of this Agreement, the term length of that Appendix will control the length of time that services or activities are to occur under the Appendix, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Appendix.

 TDS METROCOM

Signature: 

Name: Nicholas D. Jackson
(Print or Type)

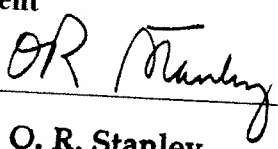
Title: Vice President
(Print or Type)

Date: 9/18/01

AECN/OCN# _____

(Facility Based - if applicable)

AMERITECH-ILLINOIS by SBC its
Authorized Agent

Signature: 

Name: O. R. Stanley

Title: President - Industry Markets

Date: SEP 21 2001

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-ILLINOIS** means the applicable above listed ILEC doing business in Illinois.

2. DESCRIPTION

- 2.1 Intentionally Omitted
- 2.2 **AMERITECH-ILLINOIS**' 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **AMERITECH-ILLINOIS** does not, either through a tariff or contract, provide Resp Org service.
- 2.3 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

- 2.4 Access to the Toll Free Calling Database allows CLEC to access **AMERITECH-ILLINOIS**' 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.5 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.6 There are three optional features available with 800 service:
- 2.6.1 Designated 10-Digit Translation;
 - 2.6.2 Call Validation; and
 - 2.6.3 Call Handling and Destination.
- 2.6.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **AMERITECH-ILLINOIS** will deliver the designated 10-digit number.
- 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
- 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
- 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **AMERITECH-**

ILLINOIS region) applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

3. GENERAL TERMS AND CONDITIONS

- 3.1 CLEC may obtain access to toll free calling database services from other providers, and is not obligated by this Appendix to use any such services of AMERITECH-ILLINOIS.
- 3.2 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.3 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.4 CLEC shall address its queries to AMERITECH-ILLINOIS' database to the alias point code of the STP pair identified by AMERITECH-ILLINOIS. CLEC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. CLEC acknowledges that such subsystem number and translation type values are necessary for AMERITECH-ILLINOIS to properly process queries to its 800 database.
- 3.5 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the

U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

- 3.6 CLEC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AMERITECH-ILLINOIS' CCS/SS7 network and its 800 database. CLEC further agrees that AMERITECH-ILLINOIS, at its sole discretion, may employ certain automatic and/or manual overload controls within AMERITECH-ILLINOIS' CCS/SS7 network to guard against these detrimental effects. Protective controls will be applied in a non-discriminatory manner so as not to favor AMERITECH-ILLINOIS or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other. AMERITECH-ILLINOIS shall report to CLEC any instances where overload controls are invoked. CLEC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation when caused by CLEC's CCS/SS7 network.
- 3.7 During periods of 800 database system congestion, AMERITECH-ILLINOIS shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of AMERITECH-ILLINOIS' 800 database. The automatic code gapping procedure used by AMERITECH-ILLINOIS shall notify the CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell AMERITECH-ILLINOIS' 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of AMERITECH-ILLINOIS' 800 database. AMERITECH-ILLINOIS reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.8 Prior to AMERITECH-ILLINOIS initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, AMERITECH-ILLINOIS, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, AMERITECH-ILLINOIS shall notify CLEC of AMERITECH-ILLINOIS'

intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. If **AMERITECH-ILLINOIS** is already providing the service described in this Appendix to CLEC under a predecessor agreement, the preceding sentence shall not apply.

- 3.9 **AMERITECH-ILLINOIS** shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If CLEC acts on behalf of other carriers to access **AMERITECH-ILLINOIS**' Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **AMERITECH-ILLINOIS** after a query to **AMERITECH-ILLINOIS**' Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 **AMERITECH-ILLINOIS** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where **AMERITECH-ILLINOIS** is the incumbent local exchange carrier. CLEC agrees that any other use of **AMERITECH-ILLINOIS**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **AMERITECH-ILLINOIS**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

3.13.1 Ordering and billing inquiries for the elements described herein shall be directed to:

For AMERITECH-ILLINOIS - the AIIS Service Center in Milwaukee, Wisconsin.

4. **RATE REGULATIONS**

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the AMERITECH-ILLINOIS region.

4.2 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commission ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information provided by CLECs allowing other telecommunications providers to use the CLEC's SS7 signaling network.

4.4 Rate Elements

There are four rate elements associated with Access to the Toll Free Calling Database:

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in AMERITECH-ILLINOIS)

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in AMERITECH-ILLINOIS).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in AMERITECH-ILLINOIS and 800 Database Vertical Feature in AMERITECH-ILLINOIS).

- 4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by AMERITECH-ILLINOIS' database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by CLEC.

5. MONTHLY BILLING

- 5.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

**APPENDIX 800
EXHIBIT I**

1. SPECIFICATIONS AND STANDARDS

1.1	<u>Description of Subject Area And Issuing Organization</u>	<u>Document Number</u>
1.1.1	Telcordia, SS7 Specifications	TR-NWT-000246
1.1.1.1		TR-NWT-000271
1.1.1.2		TR-NWT-000533
1.1.2	Telcordia, CCS Network Interface Specifications	TR-TSV-000905
1.1.2.1		TP 76638
1.1.2.2		TR-NWT-00095

APPENDIX COLLOCATION

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APPENDIX COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS - As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.

2. DEFINITIONS

- 2.1 **“Active Central Office Space”** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.
- 2.2 **“Adjacent Structure”** is a Collocator provided structure placed on AMERITECH-ILLINOIS property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.3 Intentionally Omitted.
- 2.4 **“Augment”** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.
- 2.5 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s dedicated collocation space in which a Collocator may install its telecommunications equipment.
- 2.6 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

- 2.7 **“Collocation Area for Physical Collocation”** is the common area providing access to an area surrounding the Collocator’s dedicated space as well as the space dedicated to Collocators.
- 2.8 Intentionally Omitted.
- 2.9 **“COBO”** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in AMERITECH-ILLINOIS.
- 2.10 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).
- 2.11 **“Dedicated Collocation Space”** is the space dedicated for the Collocator’s physical collocation arrangement located within a AMERITECH-ILLINOIS Eligible Structure.
- 2.12 **“Delivery Date”** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in AMERITECH-ILLINOIS.
- 2.13 **“Eligible Structure”** is (1) a AMERITECH-ILLINOIS central office, serving wire center or tandem office, or (2) a building or similar structure, or a portion of a building or similar structure, owned or leased by AMERITECH-ILLINOIS that houses its network facilities, or (3) a structure that houses AMERITECH-ILLINOIS transmission facilities on public or private rights-of-way or easements.
- 2.14 Intentionally omitted.
- 2.15 **“Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in AMERITECH-ILLINOIS.
- 2.16 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.16.1 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.17 **"Interconnector's Collocation Services Handbook"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from AMERITECH-ILLINOIS. The document also provides information about AMERITECH-ILLINOIS' collocation processes and requirements and is located on the CLEC website (<https://clec.sbc.com/>).

2.17.1 AMERITECH-ILLINOIS provides similar information at a website (<http://tcnet.ameritech.com/>).

2.18 **"Non Standard Collocation Request (NSCR)"** in AMERITECH-ILLINOIS, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.19 **"Occupancy date"** the date that AMERITECH-ILLINOIS may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.

2.20 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.21 **"Premises"** means AMERITECH-ILLINOIS' central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by AMERITECH-ILLINOIS that house its network facilities; all structures that house AMERITECH-ILLINOIS facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by AMERITECH-ILLINOIS that is adjacent to these central offices, wire centers, buildings and structures.

2.22 **"Preparation Charges"** are the charges applicable to the preparation of AMERITECH-ILLINOIS Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.

- 2.23 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the AMERITECH-ILLINOIS responsibility for the provisioning of service ends.
- 2.24 Intentionally omitted.
- 2.25 **“Shared Physical Collocation Cage”** is a caged dedicated collocation space that is shared by two or more Collocators within the AMERITECH-ILLINOIS Eligible Structure.
- 2.27 **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. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in AMERITECH-ILLINOIS Eligible Structures that such an arrangement is technically feasible.
- 2.28 **“Unused Space”** denotes any space in the Eligible Structure which is not occupied by AMERITECH-ILLINOIS personnel and/or occupied by or reserved for AMERITECH-ILLINOIS network equipment including affiliates and 3rd parties. May also be used to denote space which has become available pursuant to Section 3.7.6. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)
- 2.29 **“Virtual Collocation”** is as defined by 47 C.F.R. 51.5 and 47 C.F.R. 51.323.

3. PURPOSE AND SCOPE OF AGREEMENT

- 3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Tariffs in California, Texas, Connecticut, Illinois, Michigan, Wisconsin or the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 3.2 Nothing in this agreement requires AMERITECH-ILLINOIS to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that

AMERITECH-ILLINOIS may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with AMERITECH-ILLINOIS' network. AMERITECH-ILLINOIS may require Collocator's employees to undergo the same level of security training, or its equivalent, that AMERITECH-ILLINOIS' own employees, or third party contractors providing similar functions must undergo; provided that AMERITECH-ILLINOIS may not require Collocator's employees to receive such training from AMERITECH-ILLINOIS itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

3.3 Submission to State Commission

3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, AMERITECH-ILLINOIS and parties shall submit it to the State commission for the State in which Collocator desires physical collocation as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

3.4 Failure to Receive Approval

3.4.1 In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, AMERITECH-ILLINOIS and parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, AMERITECH-ILLINOIS shall consider an application for collocation space

submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by AMERITECH-ILLINOIS. To the extent that AMERITECH-ILLINOIS has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by AMERITECH-ILLINOIS.

- 3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which AMERITECH-ILLINOIS will provide the CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which AMERITECH-ILLINOIS must advise the CLEC if space is available for the Collocation arrangement requested.

4. GENERAL OFFERINGS

- 4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, AMERITECH-ILLINOIS will provide physical collocation to CLEC for the purpose of interconnecting with AMERITECH-ILLINOIS' network or for obtaining access to AMERITECH-ILLINOIS's unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. AMERITECH-ILLINOIS' physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

- 4.1.1.1 In the AMERITECH-ILLINOIS', CLEC may apply for Caged Physical Collocation in initial and subsequent increments of 50 square feet. The caged serving arrangement is an area designated by AMERITECH-ILLINOIS within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment.

AMERITECH-ILLINOIS will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. AMERITECH-ILLINOIS will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a AMERITECH-ILLINOIS premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, AMERITECH-ILLINOIS shall provide CLEC Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A CLEC may request that AMERITECH-ILLINOIS provide Shared Caged Collocation via a new request for Physical Collocation whereby the CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space (**"New Shared Collocation"**) or a request by CLEC to enter into a sublease arrangement with another Resident Collocator(s) in CLEC's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, Ameritech-Illinois' single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (including Resident Collocator(s) and the

Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "**Resident Collocator**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per CLEC Resident Collocators shall request New Shared Collocation from AMERITECH-ILLINOIS in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, AMERITECH-ILLINOIS shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. AMERITECH-ILLINOIS will prorate the Preparation Charges incurred by AMERITECH-ILLINOIS to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as

provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AMERITECH-ILLINOIS shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AMERITECH-ILLINOIS shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, CLEC shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AMERITECH-ILLINOIS as a third party beneficiary of such agreement.

CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the CLEC is the Primary Collocator, then CLEC shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another CLEC to sublease space from CLEC, CLEC shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such CLEC's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AMERITECH-ILLINOIS** as a third party beneficiary of such agreement. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CLEC is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **AMERITECH-ILLINOIS** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by **5.1** and which is necessary to Interconnect with

AMERITECH-ILLINOIS or for access to Ameritech-Illinois' unbundled Network Elements. AMERITECH-ILLINOIS shall provide CLEC access to Ameritech-Illinois' unbundled Network Elements and permit CLEC to Interconnect its network with AMERITECH-ILLINOIS from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and AMERITECH-ILLINOIS shall have no obligation to provide CLEC's Resident Collocators access to Ameritech-Illinois' unbundled Network Elements or Ameritech-Illinois' network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with AMERITECH-ILLINOIS.

- 4.1.2.1.5 As a condition of entering into Shared Caged Collocation, CLEC agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AMERITECH-ILLINOIS the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one CLEC remains in the Shared Cage Collocation, that CLEC shall become the Primary Collocator. AMERITECH-ILLINOIS shall bill the new Primary Collocator any applicable charges to change Ameritech-Illinois' records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, AMERITECH-ILLINOIS will allow CLEC to collocate in any unused space (space that is vacant and does not contain AMERITECH-ILLINOIS equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that AMERITECH-ILLINOIS, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in Ameritech-Illinois' Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. AMERITECH-ILLINOIS will designate the space to be used for cageless collocation. AMERITECH-ILLINOIS may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, AMERITECH-ILLINOIS must permit CLEC to have direct access to CLEC's equipment.

4.1.3.1.1 Collocator will install their own bay(s) by an AMERITECH-ILLINOIS Approved Vendor. AMERITECH-ILLINOIS will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.1.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.1.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.1.3.1.4 AMERITECH-ILLINOIS prefers that the equipment mounted in the bay be flush mounted

with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.1.3.2 AMERITECH-ILLINOIS may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to CLEC, in lieu of direct connection to AMERITECH-ILLINOIS' network if technically feasible. In addition, AMERITECH-ILLINOIS may not require CLEC to collocate in a room or isolated space, separate from AMERITECH-ILLINOIS' own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. AMERITECH-ILLINOIS may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing AMERITECH-ILLINOIS equipment in its own cage, and other reasonable security measures examples of which are described herein. AMERITECH-ILLINOIS may utilize reasonable segregation requirements that do not impose additional cost on CLEC.

4.1.3.3 AMERITECH-ILLINOIS must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. AMERITECH-ILLINOIS will prorate the charge for site conditioning and preparation undertaken to make site usable for collocation so that each collocater will pay only the portion of the preparation and conditioning costs in the same ratio that its collocation space bears to the entire amount of space prepared and conditioned.

4.1.4 Adjacent Structure Collocation

4.1.4.0 Legitimately Exhausted—

4.1.4.0.1 When all space in AMERITECH-ILLINOIS' Premises that can be used or is useful to locate telecommunications equipment in

any of the methods of physical collocation available is exhausted or completely occupied the premises will be considered legitimately exhausted. Before AMERITECH-ILLINOIS may make a determination that space is legitimately exhausted, AMERITECH-ILLINOIS must have removed all unused obsolete equipment from the Premises and made such space available for collocation; however, removal of the equipment shall not cause an unreasonable delay in AMERITECH-ILLINOIS' response to CLEC's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution by the Commission.

- 4.1.4.1 When space is legitimately exhausted inside an AMERITECH-ILLINOIS Eligible Structure, AMERITECH-ILLINOIS will permit CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts, or similar structures such as those used by AMERITECH-ILLINOIS to house telecommunications equipment) to the extent technically feasible. AMERITECH-ILLINOIS will permit CLEC to construct or otherwise procure such adjacent structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations. CLEC will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. AMERITECH-ILLINOIS may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements, provided that such reservation shall be administered on a non-discriminatory basis. AMERITECH-ILLINOIS will assign the location of the Designated Space where the Adjacent Structure will be placed.
- 4.1.4.2 When requested, AMERITECH-ILLINOIS will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and

up to 200 AMPS of DC power to the Adjacent Structure up to 200 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, AMERITECH-ILLINOIS will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with CLEC. At its option, CLEC may choose to provide its own AC and DC power to the Adjacent Structure. AMERITECH-ILLINOIS will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

- 4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, AMERITECH-ILLINOIS will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead AMERITECH-ILLINOIS will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.
- 4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB or NSCR). When CLEC requests a particular collocation arrangement, the CLEC is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC with a substantially similar network has deployed such collocation arrangement in any incumbent LEC Dedicated Space. If AMERITECH-ILLINOIS refuses to provide a collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's AMERITECH-ILLINOIS Approved Vendor will be permitted access to the AMERITECH-ILLINOIS Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an AMERITECH-ILLINOIS Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to AMERITECH-ILLINOIS' Battery Distribution Fuse Bay (BDFB) or Power Plant,

whichever is applicable. Check sections 10.5.4 and 10.6 of this appendix for further requirements.

- 4.4 AMERITECH-ILLINOIS shall permit Collocator to place its own connecting transmission facilities within AMERITECH-ILLINOIS' Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-ILLINOIS, subject to safety limitations as set out in Section 6.10.
- 4.5 AMERITECH-ILLINOIS shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same AMERITECH-ILLINOIS wire center provided the Collocators are interconnected with AMERITECH-ILLINOIS network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.5.1 AMERITECH-ILLINOIS will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. AMERITECH-ILLINOIS shall permit Collocator's AMERITECH-ILLINOIS Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that AMERITECH-ILLINOIS imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from AMERITECH-ILLINOIS.
- 4.7 CLEC shall not have access to AMERITECH-ILLINOIS' Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, AMERITECH-ILLINOIS may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, AMERITECH-ILLINOIS may only impose security arrangements that are as stringent as the security arrangements that AMERITECH-ILLINOIS maintains at its own premises for its own employees or authorized contractors. AMERITECH-ILLINOIS must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in AMERITECH-ILLINOIS Eligible Structures without requiring either a security escort of any kind or delaying a CLEC's employees' entry into AMERITECH-ILLINOIS' Eligible Structure. Reasonable security measures that AMERITECH-ILLINOIS may adopt include, but are not limited to, the following:

- 4.7.1 Installing security cameras or other monitoring systems; or
 - 4.7.2 Requiring CLEC personnel to use badges with computerized tracking systems; or
 - 4.7.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that AMERITECH-ILLINOIS' own employees, or third party contractors providing similar functions, must undergo; provided, however, that AMERITECH-ILLINOIS may not require CLEC employees to receive such training from AMERITECH-ILLINOIS itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.
 - 4.7.4 AMERITECH-ILLINOIS may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.
- 4.8 Relocation – In the event AMERITECH-ILLINOIS determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is required to do so. Such relocation shall be on a non-discriminatory basis, including relocation of AMERITECH-ILLINOIS' own equipment. If such relocation arises from circumstances beyond the reasonable control of AMERITECH-ILLINOIS, including condemnation or government order or regulation, AMERITECH-ILLINOIS may charge CLEC, in the same manner as provided for in this Appendix, for the cost of preparing the new dedicated collocation space at the new location. Otherwise AMERITECH-ILLINOIS shall be responsible for any reasonable preparation costs and any reasonable costs incurred by CLEC directly in connection with such relocation.
- 4.8.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the AMERITECH-ILLINOIS Eligible Structure or to another Eligible Structure, AMERITECH-ILLINOIS shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.
- 4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be

security qualified by the CLEC and will be required to be knowledgeable of AMERITECH-ILLINOIS' security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that Ameritech-Illinois' own employees and authorized contractors must undergo. AMERITECH-ILLINOIS will not, however, require CLECs to receive security training from AMERITECH-ILLINOIS. CLECs can then provide their employees with their own security training. Qualification program and security training details shall be included in AMERITECH-ILLINOIS' technical publications and/or Collocation website(s).

- 4.10 CLECs and AMERITECH-ILLINOIS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other AMERITECH-ILLINOIS' property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or AMERITECH-ILLINOIS in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or AMERITECH-ILLINOIS, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AMERITECH-ILLINOIS property:

4.10.1 Theft or destruction of AMERITECH-ILLINOIS' or any CLEC's property.

4.10.2 Use or attempted use/sale of alcohol or illegal drugs on AMERITECH-ILLINOIS' property.

4.10.3 Industrial espionage.

4.10.4 Threats or violent acts against other persons on AMERITECH-ILLINOIS' property.

4.10.5 Knowing violations of any local, state or federal law on AMERITECH-ILLINOIS' property.

4.10.6 Permitting unauthorized persons access to AMERITECH-ILLINOIS' or CLEC's equipment on AMERITECH-ILLINOIS' property.

4.10.7 Carrying a weapon on AMERITECH-ILLINOIS' property.

- 4.11 In addition, the CLEC and AMERITECH-ILLINOIS will take appropriate disciplinary steps as determined by each party to address any

violations reported by AMERITECH-ILLINOIS or the CLEC of AMERITECH-ILLINOIS' policies and practices on security, safety, network reliability, and business conduct as defined in AMERITECH-ILLINOIS' Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the CLEC.

- 4.12 CLECs will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by AMERITECH-ILLINOIS' authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AMERITECH-ILLINOIS as well.
- 4.13 AMERITECH-ILLINOIS may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place. AMERITECH-ILLINOIS' enclosure of its own equipment will not be a basis for a claim that space is exhausted.

5. SPACE AVAILABILITY

- 5.1 At the request of CLEC, AMERITECH-ILLINOIS will provide space for physical collocation as described above. AMERITECH-ILLINOIS is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, AMERITECH-ILLINOIS will provide Adjacent Structure Collocation as described above or Virtual Collocation, except at points where AMERITECH-ILLINOIS proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, AMERITECH-ILLINOIS will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 AMERITECH-ILLINOIS will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a

particular Premise will be made initially by AMERITECH-ILLINOIS. AMERITECH-ILLINOIS will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AMERITECH-ILLINOIS determines that Collocator's Physical Collocation Application is unacceptable, AMERITECH-ILLINOIS shall advise Collocator of any deficiencies within this ten (10) day period. AMERITECH-ILLINOIS 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

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, AMERITECH-ILLINOIS shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure

5.3 If AMERITECH-ILLINOIS contends space for physical collocation is not available in an eligible structure, AMERITECH-ILLINOIS must allow CLEC to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of AMERITECH-ILLINOIS' denial of space. Prior to taking a tour, each representative must execute and deliver to AMERITECH-ILLINOIS a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an AMERITECH-ILLINOIS' Premises.

5.3.1 If CLEC disputes AMERITECH-ILLINOIS' determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by AMERITECH-ILLINOIS and CLEC. The engineer shall take into consideration AMERITECH-ILLINOIS' planned use for the Eligible Structure under review, and to the extent it can be determined, collocator space and how it is used.

5.3.2 If AMERITECH-ILLINOIS denies a Collocator's request for Physical Collocation because of space limitations and, after touring

the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, AMERITECH-ILLINOIS shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, AMERITECH-ILLINOIS or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

- 5.3.3 If CLEC elects to go on a central office inspection tour in accordance with Section 5.3.1, AMERITECH-ILLINOIS will provide floor plans to CLEC when CLEC arrives at the central office for the inspection tour. CLEC will be given a reasonable opportunity to review the floor plans while at the central office prior to the commencement of the tour. The floor plans will be subject to the non-disclosure agreement described in Section 5.3.1 and must be returned to AMERITECH-ILLINOIS at the end of the inspection tour prior to leaving the central office. An AMERITECH-ILLINOIS representative will accompany and supervise the CLEC agent on the inspection tour
- 5.4 AMERITECH-ILLINOIS will maintain a publicly available document, posted for viewing on AMERITECH-ILLINOIS' Internet site(s), indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.
- 5.5 Upon request, AMERITECH-ILLINOIS must submit to the requesting carrier within ten business days of the submission of the request a report indicating the available collocation space in a particular AMERITECH-ILLINOIS Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that AMERITECH-ILLINOIS is taking to make additional space available for collocation. AMERITECH-ILLINOIS will provide a report for 1 to 5 requests in 10 business days and 6 to 20 requests in 25 business days. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, AMERITECH-ILLINOIS

will provide the information on a scheduled basis of ten additional offices every ten business days.

- 5.5.1 In AMERITECH-ILLINOIS, Reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.6 In any Central Office in which all options for physical collocation offered by AMERITECH-ILLINOIS have been exhausted, AMERITECH-ILLINOIS shall not be permitted to provide additional space in that Central Office for any of its affiliates
- 5.7 Except as provided in Section 5.9 below, AMERITECH-ILLINOIS is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, AMERITECH-ILLINOIS is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. AMERITECH-ILLINOIS and CLEC shall not unreasonably warehouse forecasted space.
- 5.8 To the extent possible, AMERITECH-ILLINOIS will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets AMERITECH-ILLINOIS' non-discriminatory practices regarding efficient space utilization.
- 5.9 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, AMERITECH-ILLINOIS will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide AMERITECH-ILLINOIS with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.10 AMERITECH-ILLINOIS may retain a limited amount of floor space for AMERITECH-ILLINOIS' own specific future uses for a time period on terms no more favorable to AMERITECH-ILLINOIS for like equipment than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching

equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, AMERITECH-ILLINOIS will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless AMERITECH-ILLINOIS proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, AMERITECH-ILLINOIS and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

- 5.11 At the request of the Commission or CLEC, AMERITECH-ILLINOIS shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. AMERITECH-ILLINOIS shall be permitted to recover the cost of removal and/or relocation of such equipment if AMERITECH-ILLINOIS incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto).
- 5.12 AMERITECH-ILLINOIS may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that AMERITECH-ILLINOIS shall not set a maximum space limitation on CLEC unless AMERITECH-ILLINOIS proves to the Commission that space constraints make such restrictions necessary. AMERITECH-ILLINOIS shall provide reasonable prior notice before imposing any such restrictions.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1. In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.*
- 6.2 Intentionally omitted
- 6.3. AMERITECH-ILLINOIS permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in

* The parties acknowledge that on August 8, 2001, the FCC issued its Fourth Report and Order in CC Docket 98-147 *Deployment of Wireline Services Offering Advanced Telecommunications Capability*. Because this order was issued by the FCC after this Agreement was submitted to the Commission for arbitration, both Parties reserve their rights to invoke the Intervening Law section of the General Terms and Conditions with respect to this order.

the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions.

6.4 Intentionally omitted

6.5 AMERITECH-ILLINOIS voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (i.e., CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the AMERITECH-ILLINOIS network for the transmission and routing of telephone exchange service or exchange access or for access to the AMERITECH-ILLINOIS' unbundled network elements for the provision of a telecommunications service. AMERITECH-ILLINOIS voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if AMERITECH-ILLINOIS and CLEC mutually agree to such collocation.

6.6. AMERITECH-ILLINOIS will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that AMERITECH-ILLINOIS voluntarily allows to be collocated; and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 AMERITECH-ILLINOIS voluntarily allows CLECs to place in AMERITECH-ILLINOIS' Eligible Structure certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary

equipment may be placed in AMERITECH-ILLINOIS' premises, on a non-discriminatory basis.

- 6.8 Intentionally omitted
- 6.9 AMERITECH-ILLINOIS does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in AMERITECH-ILLINOIS Eligible Structures or on its Premises by Collocators must meet the AMERITECH-ILLINOIS minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AMERITECH-ILLINOIS) prior to January 1, 1998 with no known history of safety problems.
- 6.11 AMERITECH-ILLINOIS will 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 AMERITECH-ILLINOIS applies to its own network equipment. AMERITECH-ILLINOIS will 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.
- 6.12 In the event that AMERITECH-ILLINOIS denies Collocation of Collocator's equipment, citing minimum safety standards, AMERITECH-ILLINOIS will provide within five (5) business days of the denial, a list of AMERITECH-ILLINOIS equipment placed since January 1, 1998 within the network areas of any Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AMERITECH-ILLINOIS equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and AMERITECH-ILLINOIS determines that such equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment. If Collocator disputes such determination by AMERITECH-ILLINOIS, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If AMERITECH-ILLINOIS determines that Collocator has already

collocated equipment which does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) written notice from AMERITECH-ILLINOIS. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, AMERITECH-ILLINOIS or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

6.13.1 In the event Collocator submits an application requesting collocation of certain equipment and AMERITECH-ILLINOIS determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may collocate the equipment, provided Collocator timely disputes such determination by AMERITECH-ILLINOIS, unless and until the dispute is resolved. If the Parties do not resolve the dispute, AMERITECH-ILLINOIS or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application. A copy of the Physical Collocation Application may be obtained from the AMERITECH-ILLINOIS Collocation Services Account Manager or from the AMERITECH-ILLINOIS web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.1.2 In AMERITECH-ILLINOIS the installation interval begins on the date of CLEC's application

7.2 AMERITECH-ILLINOIS will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by AMERITECH-ILLINOIS for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, AMERITECH-ILLINOIS will permit CLEC to subcontract the construction of Physical

Collocation arrangements with contractors approved by AMERITECH-ILLINOIS, provided that AMERITECH-ILLINOIS will not unreasonably withhold approval of contractors.

7.2.1.1 Certification by AMERITECH-ILLINOIS will be based on the same criteria AMERITECH-ILLINOIS uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - Collocator shall pay AMERITECH-ILLINOIS all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by AMERITECH-ILLINOIS to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements AMERITECH-ILLINOIS employs to protect AMERITECH-ILLINOIS equipment and ensure network reliability.

7.5 AMERITECH-ILLINOIS requires, before any obligation by AMERITECH-ILLINOIS to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay AMERITECH-ILLINOIS fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.

- 7.6 Occupancy Conditioned on Payment - AMERITECH-ILLINOIS shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC's dedicated physical collocation space until the space is completed, AMERITECH-ILLINOIS has timely billed and AMERITECH-ILLINOIS is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO. If the space is completed and timely billing has not been made, AMERITECH-ILLINOIS shall permit CLEC to have access to the dedicated collocation space upon receipt of the first two payments of the Preparation Charge and any Custom Work charges and/or applicable COBO with final payment due upon receipt of the bill.
- 7.7 In the event that the CLEC determines that it does not require the Dedicated Space, or terminates this Agreement, after AMERITECH-ILLINOIS has begun preparation of the dedicated collocation space but before AMERITECH-ILLINOIS has been paid the entire amounts due under this Article, then CLEC shall reimburse AMERITECH-ILLINOIS for the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated Space.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AMERITECH-ILLINOIS' intrastate tariff late payment provision(s) applicable to access services for the State in which the dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date AMERITECH-ILLINOIS made the Dedicated Collocation Space available to CLEC
- 7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that AMERITECH-ILLINOIS has turned over the dedicated space to the CLEC, Dedicated Space regardless of any failure by CLECs to complete its work. The fact that AMERITECH-ILLINOIS may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.

- 7.11 The charges for a Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR). All charges shall be based on TELRIC principles, and must be reasonable in light of prevailing market prices for similar services. All prices shall be agreed to prior to commencement of work.

8. USE OF DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities within AMERITECH-ILLINOIS’ Eligible Structure for interconnection with AMERITECH-ILLINOIS’ network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to AMERITECH-ILLINOIS’ unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.
- 8.2 Intentionally Omitted.
- 8.3 A list of proposed CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC’s Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Dedicated Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or leave any other equipment or facilities within the Dedicated Space without the express written consent of AMERITECH-ILLINOIS.
- 8.4 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to sec. 8.3, CLEC shall furnish to AMERITECH-ILLINOIS a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AMERITECH-ILLINOIS may provide such written consent or may

condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both AMERITECH-ILLINOIS and CLEC of a final list and description and receipt by AMERITECH-ILLINOIS of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."

- 8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with AMERITECH-ILLINOIS' policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.
- 8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to AMERITECH-ILLINOIS' network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.
- 8.7 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-ILLINOIS the parties agree to the following:
- 8.7.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 8.7.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-ILLINOIS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

- 8.7.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 8.8 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in AMERITECH-ILLINOISs. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.
- 8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of AMERITECH-ILLINOIS. AMERITECH-ILLINOIS shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that AMERITECH-ILLINOIS shall have the right to reject or modify any such request. If AMERITECH-ILLINOIS performs any such construction, and the associated cost shall be paid by CLEC in accordance with AMERITECH-ILLINOIS' then-standard custom work order process or NSCR.
- 8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in AMERITECH-ILLINOIS'.
- 8.10.1. SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 8.10.2. AMERITECH-ILLINOIS' most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

- 8.10.3. TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within AMERITECH-ILLINOIS central offices and may be modified from time to time.
- 8.10.4. Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.
- 8.10.5. The Interconnector's Collocation Services Handbook, TP 76300MP and the TP 76200MP Standards are not incorporated herein but are available on AMERIETCH-ILLINOIS' Collocation Internet site.
- 8.11. If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76300MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 8.11.1. If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, AMERITECH-ILLINOIS shall provide CLEC with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by AMERITECH-ILLINOIS, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.
- 8.11.2. If a modification is made after this Appendix becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for AMERITECH-ILLINOIS (and the modification has not been included in a change to that "Statement" or this Appendix), then AMERITECH-ILLINOIS will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC's physical collocation application. Any CLEC objection to those modifications must be received by

AMERITECH-ILLINOIS by the thirtieth (30th) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

8.11.3. Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to AMERITECH-ILLINOIS or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. AMERITECH-ILLINOIS will immediately notify CLEC of any such modification.

8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the AMERITECH-ILLINOISs. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets Telcordia NEBS Level 1 minimum safety requirements for CLEC equipment, or (2) Equipment history of safe operation demonstrated by placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS applies to its own equipment. AMERITECH-ILLINOIS may not deny collocation of Collocator equipment because the equipment fails to meet TP76200MP reliability standards. If AMERITECH-ILLINOIS denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, AMERITECH-ILLINOIS must

provide to the CLEC within five business days of the denial a list of all network equipment that AMERITECH-ILLINOIS has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards set forth herein. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO AMERITECH-ILLINOIS IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 8.13 Unless otherwise expressly agreed in writing, AMERITECH-ILLINOIS will provide for all AC and DC power requirements in the Eligible Structure. The CLEC is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and AMERITECH-ILLINOIS' associated performance, availability, restoration, backup and UPS systems (to the extent UPS is used by AMERITECH-ILLINOIS for similar equipment), and other operational characteristics shall be at parity with that provided to AMERITECH-ILLINOIS' substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the AMERITECH-ILLINOIS' is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC. AMERITECH-ILLINOIS will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's AMERITECH-ILLINOIS Approved Power Installation Vendor will place the power cable leads from the dedicated space to AMERITECH-ILLINOIS' Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. AMERITECH-ILLINOIS will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned AMERITECH-ILLINOIS Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's AMERITECH-ILLINOIS Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AMERITECH-

ILLINOIS and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.

- 8.14 Other than the security restrictions described herein, AMERITECH-ILLINOIS shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. AMERITECH-ILLINOIS will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.
- 8.15 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.
- 8.16 Demarcation Point – AMERITECH-ILLINOIS shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and AMERITECH-ILLINOIS' network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.
- 8.17 Use of Common Areas. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Eligible Structure as are designated by AMERITECH-ILLINOIS from time to time, including, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Eligible Structure, the Collocation Space, and the parking areas adjacent to the Eligible Structure for vehicles of persons while working for or on behalf of CLEC at the Collocation Space. All common areas shall remain under the exclusive control and management of AMERITECH-ILLINOIS, and AMERITECH-ILLINOIS shall have the right to change the level, location and arrangement of parking areas and other common areas as AMERITECH-ILLINOIS may deem necessary, provided it does not impact CLEC's use of the Collocation Space. Use of all common areas shall be subject to such reasonable rules and regulations as AMERITECH-ILLINOIS may from time to time impose.
- 8.17.1 Water. AMERITECH-ILLINOIS, where water is available for its own use, shall furnish running water from regular Eligible Structure outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by AMERITECH-ILLINOIS, for the non-exclusive use of CLEC, AMERITECH-ILLINOIS and any

other building occupant. CLEC shall not waste or permit the waste of water.

8.17.2 Security Service. AMERITECH-ILLINOIS shall furnish Eligible Structure and Property security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, AMERITECH-ILLINOIS shall provide no security specific to CLEC's Collocation Space. AMERITECH-ILLINOIS shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or LOE unless AMERITECH-ILLINOIS has failed to provide Eligible Structure and Property security in accordance with its normal business practices.

8.17.3 Elevator Service. Where available, AMERITECH-ILLINOIS shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by AMERITECH-ILLINOIS.

8.17.4 Parking. Where provided by AMERITECH-ILLINOIS, parking at AMERITECH-ILLINOIS Eligible Structure will be provided on a first come, first served basis. CLEC may not park in spaces that are designated as reserved. The AMERITECH-ILLINOIS shall not unreasonably reserve for its own use an excessive amount of parking at the Eligible Structure. CLEC shall be allowed to have reasonable use of and access to loading docks. CLEC and the AMERITECH-ILLINOIS are required to follow all posted traffic and AMERITECH-ILLINOIS signs and follow all applicable parking and traffic laws and ordinances.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 CLEC and AMERITECH-ILLINOIS are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 9.2 CLEC and AMERITECH-ILLINOIS are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

- 9.3 AMERITECH-ILLINOIS shall provide an interconnection point or points, physically accessible by both AMERITECH-ILLINOIS and CLEC (typically a AMERITECH-ILLINOIS manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that AMERITECH-ILLINOIS will designate interconnection points as close as reasonably possible to the Eligible Structure. AMERITECH-ILLINOIS will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points FOR AMERITECH-ILLINOIS' cable facilities and at which space is available for new facilities in at least two of those entry points.
- 9.3.1 Intentionally omitted.
- 9.3.2 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AMERITECH-ILLINOIS, and for leaving sufficient cable length in order for AMERITECH-ILLINOIS to extend such CLEC-provided cable to the cable vault.
- 9.3.3 Intentionally omitted.
- 9.3.4 AMERITECH-ILLINOIS will be responsible for determining equipment location within the Eligible Structure, provided that such determination will be non-discriminatory with respect to placement of AMERITECH-ILLINOIS' own equipment and that of its affiliates and any other CLEC.. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and AMERITECH-ILLINOIS Main Distribution Frame and/or other interconnection points will be installed by the Collocator's AMERITECH-ILLINOIS Approved Vendor. Scheduling the work of the Approve Vendor will be non-discriminatory with respect to placement of AMERITECH-ILLINOIS' own equipment and that of its affiliates and any other CLEC The Collocator's AMERITECH-ILLINOIS Approved Vendor must obtain an approved Method of Procedures (MOP) from AMERITECH-ILLINOIS and follow the AMERITECH-ILLINOIS' standards and requirements for installation of equipment and facilities. AMERITECH-ILLINOIS will install and stencil the termination blocks or panels at AMERITECH-ILLINOIS' Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

- 9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or AMERITECH-ILLINOIS under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days notice of discontinuance of use of the collocation space, AMERITECH-ILLINOIS may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold AMERITECH-ILLINOIS harmless from any and all claims for expenses, fees, or other costs associated with any such removal by AMERITECH-ILLINOIS except to the extent the basis for such claims, expenses, fees, or other costs arose directly from the willful misconduct or gross negligence of AMERITECH-ILLINOIS, its employees or agents. For purposes of this Section, the use of collocation space is considered to be discontinued when it is no longer used for interconnection as defined by section 10.10 herein.
- 9.6 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space in the AMERITECH-ILLINOISs:
- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its CLEC Telecom Equipment;
- 9.6.3 Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on AMERITECH-ILLINOIS' equipment.
- 9.6.4 CLEC requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CLEC's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and

- 9.6.5 The connection cable and associated equipment which may be required within CLEC's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's dedicated space.
- 9.6.6 Any power cabling required beyond the AMERITECH-ILLINOIS provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. AMERITECH-ILLINOIS requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from AMERITECH-ILLINOIS' BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from AMERITECH-ILLINOIS' BDFB. The CIPPs are designed to provide 20, 40 , 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

AMERITECH-ILLINOIS NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 9.7 AMERITECH-ILLINOIS will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (e.g., AMERITECH-ILLINOIS shall not require CLEC to use AMERITECH-ILLINOIS' internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP.. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.
- 9.8 In AMERITECH-ILLINOIS, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

- 9.9 CLEC is responsible for coordinating with AMERITECH-ILLINOIS to ensure that services are installed in accordance with a service request.
- 9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If AMERITECH-ILLINOIS testing is also required, it will be provided at applicable charges.
- 9.11 Collocator shall be responsible for procurement, placement and termination of interconnection cabling between Collocator's dedicated space and AMERITECH-ILLINOIS Main Distribution Frame and/or interconnection points by Collocator's AMERITECH-ILLINOIS Approved Vendor. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.
- 9.12 Collocator shall be responsible for procurement and placement of power cable leads by Collocator's AMERITECH-ILLINOIS Approved Power Installation Vendor from the dedicated space to AMERITECH-ILLINOIS Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads are set forth in Section 8.13 of this Appendix.

10. DELIVERY INTERVALS

- 10.1 Intervals for processing collocation applications and construction and delivery of collocation space shall be as set forth in Ill. C.C. Tariff No. 20, Part 23, Section 4, Paragraphs 11(b), 11(d), and 14(a) – (f).
- 10.2 The cable facility assignments or actual point of termination will not be given to the Collocator by AMERITECH-ILLINOIS until all applicable fees currently due have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by AMERITECH-ILLINOIS until due date.
- 10.3 Intentionally Omitted.
- 10.4 Intentionally Omitted.
- 10.5 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from 10.1 and prior to day fifteen (15) of the delivery interval will be subject to review by AMERITECH-ILLINOIS. A new delivery interval due date may be

established when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by AMERITECH-ILLINOIS if a new interval is required. The extension will be no longer than reasonably necessary, and in any event will be non discriminatory with respect to extensions for placement of SBC's own equipment and that of its affiliates and any other CLEC. Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by AMERITECH-ILLINOIS that a new interval has been established for the Physical Collocation Application from the intervals specified in Section 10.1.

- 10.6 AMERITECH-ILLINOIS will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and payment of fifty percent (50%) of all applicable non-recurring charges within fourteen days (14) of the notification of the granting of the application. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days.
- 84 DS1 connections and/or
 - 48 DS3 connections and/or
 - 200 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

- 10.7. For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and payment of fifty percent (50%) of all applicable nonrecurring charges within fourteen (14) days of notification of granting of the application. All other augments will follow normal construction intervals.

10.8 AMERITECH-ILLINOIS and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an AMERITECH-ILLINOIS employee. These visits will be jointly agreed upon by AMERITECH-ILLINOIS and the Collocator and will be determined on a case by case basis.

10.9 Adjacent Structure Collocation Delivery Intervals

10.9.1 AMERITECH-ILLINOIS Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

10.10 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to AMERITECH-ILLINOIS' network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, AMERITECH-ILLINOIS may, upon notice, terminate that Physical Collocation arrangement, and CLEC shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC Telecom Equipment is considered to be interconnected when physically connected to AMERITECH-ILLINOIS' network or a AMERITECH-ILLINOIS unbundled network element for the purpose of CLEC providing a telecommunications service. This section shall not apply where interconnection is delayed for reasons beyond CLEC's control and CLEC has notified AMERITECH-ILLINOIS' and presented a reasonable schedule for future interconnection.

10.10.1 CLEC may avoid cancellation of the Physical Collocation arrangement under this section for no more than 30 days provided the following conditions are met:

10.10.1.1 CLEC has notified Ameritech of the delay prior to expiration of the 180 days.

10.10.1.2 There is other collocation space available if requested by another CLEC.

10.10.1.3 CLEC has begun installation and provides reasonable evidence that it will be complete and using the space by the end of the 30 day extension.

10.11 AMERITECH-ILLINOIS shall allow CLEC to augment its collocation space when space is available.

11. VIRTUAL COLLOCATION

11.1 Upon request, AMERITECH-ILLINOIS shall provide CLEC Virtual Collocation in any Unused Space. If CLEC wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an ICB/NSCR. CLEC shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. AMERITECH-ILLINOIS shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in the Pricing appendix and applicable tariffs, if AMERITECH-ILLINOIS must locate CLEC's Virtual Collocation bays in its switch line-up, CLEC shall also be responsible for any extraordinary costs necessary to condition such space.

11.2 AMERITECH-ILLINOIS shall deliver to CLEC the requested space on or before the later of (i) 110 Calendar Days from Ameritech-Illinois' receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for AMERITECH-ILLINOIS to deliver to CLEC such space within 110 Calendar Days and AMERITECH-ILLINOIS notified CLEC of this fact within ten (10) Business Days after the initial walk-through.

11.3 AMERITECH-ILLINOIS shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with the CLEC based on availability and equipment delivery intervals.

11.4 AMERITECH-ILLINOIS shall install applicable Cross-Connects as directed by CLEC, at the rates provided in the Pricing appendix or applicable tariffs.

11.5 AMERITECH-ILLINOIS shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located, during construction.

- 11.6 AMERITECH-ILLINOIS shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

12. CASUALTY LOSS

- 12.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:
- 12.1.1 The Dedicated Spaces are not rendered untenable in whole or in part, AMERITECH-ILLINOIS shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
- 12.1.2 The Dedicated Spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, AMERITECH-ILLINOIS has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or AMERITECH-ILLINOIS opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. AMERITECH-ILLINOIS shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location. Decisions as to untenability and rebuilding must be made on a reasonable and non-discriminatory basis.
- 12.2 Any obligation on the part of AMERITECH-ILLINOIS to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as it existed at the time of the loss, but shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC.
- 12.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, or demolition thereof shall be necessary then, notwithstanding that the Dedicated Space may be unaffected thereby, AMERITECH-ILLINOIS, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior

written notice within thirty (30) days following the date of such occurrence.

13. RE-ENTRY

- 13.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AMERITECH-ILLINOIS may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies AMERITECH-ILLINOIS might have. AMERITECH-ILLINOIS may exercise this authority on a Dedicated Space-by-Dedicated Space basis. AMERITECH-ILLINOIS may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

14. LIMITATION OF LIABILITY

- 14.1 Limitation – 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 in the course of furnishing service hereunder, the liability of AMERITECH-ILLINOIS, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall reduce the liability of AMERITECH-ILLINOIS to the extent that the fault of CLEC contributed to the damages.

14.1.1 The Parties agree to be bound by the provisions for Limitation of Liability and indemnity in the General Terms and Conditions.

- 14.2 Third Parties – CLEC acknowledges and understands that AMERITECH-ILLINOIS may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of

CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. AMERITECH-ILLINOIS will be liable to CLEC for damages only to the extent that AMERITECH-ILLINOIS' fault or negligence contributed to the loss or damage.

15. INDEMNIFICATION

- 14.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

- 15.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

17. NOTICES

- 17.1 Except in emergency situations, AMERITECH-ILLINOIS shall provide CLEC with written notice twenty (20) business days prior to those instances where AMERITECH-ILLINOIS or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.
- 17.2 AMERITECH-ILLINOIS will inform CLEC by telephone of any emergency-related activity that AMERITECH-ILLINOIS or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.

- 17.3 AMERITECH-ILLINOIS will provide CLEC with written notification within twenty (20) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause or has the risk of causing an outage or any type of power disruption to CLEC Telecom Equipment. AMERITECH-ILLINOIS will provide CLEC with the alternate plan to provide power in the case of such outage. If AMERITECH-ILLINOIS does not have an alternate plan, AMERITECH-ILLINOIS will make reasonable accommodations to allow CLEC to provide alternate power. All such work will be planned and executed in a manner that is non-discriminatory with respect to affecting CLEC's and AMERITECH-ILLINOIS' equipment. AMERITECH-ILLINOIS shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.
- 17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to AMERITECH-ILLINOIS:

Account Manager - Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to CLEC:

Shane T. Kaatz
Manager Carrier Relations
TDS Metrocom
1212 Deming Way, Suite 350
Madison, WI 53717

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

- 17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to AMERITECH-ILLINOIS AIIS Service Center
Attn: Collocation
2nd Floor
804 North Milwaukee
Milwaukee, WI 53202

If to CLEC: Shane T. Kaatz
Manager Carrier Relations
TDS Metrocom
1212 Deming Way, Suite 350
Madison, WI 53717

18. INSURANCE

- 18.1 The parties' obligations with respect to insurance coverage will be as set forth in the General Terms and Conditions

19. PROTECTION OF SERVICE AND PROPERTY

- 19.1 AMERITECH-ILLINOIS shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC and otherwise in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC.
- 19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 19.3 Except as may otherwise be provided:
- 19.3.1 AMERITECH-ILLINOIS and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

- 19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 19.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 19.4 AMERITECH-ILLINOIS shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, AMERITECH-ILLINOIS shall either furnish security guards at those AMERITECH-ILLINOIS locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, AMERITECH-ILLINOIS shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on AMERITECH-ILLINOIS' Dedicated Space.
- 19.5 AMERITECH-ILLINOIS shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are AMERITECH-ILLINOIS security guards.
- 19.6 CLEC shall comply with the security and safety procedures and requirements of AMERITECH-ILLINOIS, including but not limited to sign-in, and identification.
- 19.7 AMERITECH-ILLINOIS shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by AMERITECH-ILLINOIS for access to spaces which house or contain CLEC equipment or equipment enclosures.
- 19.8 AMERITECH-ILLINOIS shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.

- 19.9 AMERITECH-ILLINOIS shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.
- 19.10 AMERITECH-ILLINOIS shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that AMERITECH-ILLINOIS' security measures are unreasonably lax, CLEC shall notify AMERITECH-ILLINOIS and the Parties shall work together to address the problem. AMERITECH-ILLINOIS shall, at a minimum, do the following:
- 19.10.1 Where a cage is used, AMERITECH-ILLINOIS shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.
- 19.10.2 AMERITECH-ILLINOIS shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to AMERITECH-ILLINOIS' employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. AMERITECH-ILLINOIS shall require all persons entering the collocation areas to wear identification badges.
- 19.10.3 AMERITECH-ILLINOIS shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. AMERITECH-ILLINOIS shall respond immediately to reported problems with CLEC key cards.
- 19.10.4 In emergency situations common courtesy will be extended between CLEC and AMERITECH-ILLINOIS' employees, including the provision of first aid and first aid supplies.
- 19.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

20. MISCELLANEOUS

- 20.1 Future Negotiations – AMERITECH-ILLINOIS may refuse requests for space in an Eligible structure if CLEC is in material breach of this

Agreement, including having any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds AMERITECH-ILLINOIS harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 20.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.5 Not Used.
- 1.6 AMERITECH-ILLINOIS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from AMERITECH-ILLINOIS’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in AMERITECH-ILLINOIS’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice

closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. AMERITECH-ILLINOIS shall only make the HFPL available to CLEC in those instances where AMERITECH-ILLINOIS also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another 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 standards body.
- 2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 "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).

- 2.8 “Proof of Continuity” 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. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “Acceptance Testing” shall be defined as the joint testing for xDSL loops between **AMERITECH-ILLINOIS**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “Line Share Turn-Up Test” shall be defined as the testing for HFPL by **AMERITECH-ILLINOIS** as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **AMERITECH-ILLINOIS**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.13 The “Splitter” is a device that divides the data and voice signals concurrently moving across the 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 the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.14 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **AMERITECH-ILLINOIS**’s HFPL offering unless otherwise noted.
- 3.2 **AMERITECH-ILLINOIS** will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL

technology as defined in this Appendix. AMERITECH-ILLINOIS will not impose limitations on the transmission speeds of xDSL services; provided, however, AMERITECH-ILLINOIS does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

- 3.3 AMERITECH-ILLINOIS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless AMERITECH-ILLINOIS has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a 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, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services
- 3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will submit to AMERITECH-ILLINOIS the following information as required by paragraph 204 of the Third Report And Order In CC Docket No. 98-147 And Fourth Report And Order In CC Docket No. 96-98, Adopted: November 18, 1999, Released: December 9, 1999.
 - 3.5.1 Where the requesting carrier asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology.
 - 3.5.2 Where a requesting carrier relies on a calculation-based approach to support deployment of a particular technology, it must provide the incumbent LEC with information on the speed and power at which the signal will be transmitted.
 - 3.5.3 The documentation should also include the date of approval or deployment, any limitations included in its deployment, and a statement that to CLEC's knowledge the deployment did not significantly degrade the performance of other services.

3.6 Liability

- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether CLEC or AMERITECH-ILLINOIS, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AMERITECH-ILLINOIS 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. Notwithstanding any other provision of this Appendix, each Party (“Indemnifying Party”) shall release, defend and indemnify the other Party (“Indemnitee”) and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party’s end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee’s provision of splitter functionality under this Appendix.
- 3.6.2 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-ILLINOIS the parties agree to the following:
- 3.6.2.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 3.6.2.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to AMERITECH-ILLINOIS's network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 3.6.2.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

- 4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the of ordering, notify AMERITECH-ILLINOIS as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.

- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC 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 will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.
- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps 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 associated Appendix Pricing.
- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Sub-Loop: In locations where **AMERITECH-ILLINOIS** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **AMERITECH-ILLINOIS** will make the following options available to CLEC:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **AMERITECH-ILLINOIS** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 The CLEC has the option of collocating a DSLAM in **AMERITECH-ILLINOIS**' Remote Terminal ("RT") at the

fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at AMERITECH-ILLINOIS RTs, AMERITECH-ILLINOIS will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

- 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and AMERITECH-ILLINOIS has placed a DSLAM in the RT, AMERITECH-ILLINOIS must unbundle and provide access to its packet switching. AMERITECH-ILLINOIS is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in AMERITECH-ILLINOIS' remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.
- 4.1.5 When AMERITECH-ILLINOIS is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide AMERITECH-ILLINOIS with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide AMERITECH-ILLINOIS with a technical description of the technology (including power mask) for inventory purposes.
 - 4.1.5.1 xDSL technologies may only reside in the HFPL, preserving a "buffer zone" to ensure the integrity of voice band traffic.
- 4.2 When AMERITECH-ILLINOIS traditional retail POTS services are disconnected, AMERITECH-ILLINOIS will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 AMERITECH-ILLINOIS shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where AMERITECH-ILLINOIS is not the retail POTS provider.
- 4.5 AMERITECH-ILLINOIS will not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize any AMERITECH-ILLINOIS splitters, equipment, or cross connect to facilitate line splitting between such CLECs. Unless otherwise ordered by the Commission, AMERITECH-ILLINOIS will not be required to modify its OSS systems to facilitate line-splitting, however, AMERITECH-ILLINOIS may not otherwise restrict a CLEC's use of OSS Systems merely because the CLEC is line splitting with another CLEC.
- 4.6 Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. AMERITECH-ILLINOIS shall be under no obligation to provide HFPL where AMERITECH-ILLINOIS is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay AMERITECH-ILLINOIS for conditioning performed at CLEC's request pursuant to Sections 7.1 and 7.2 below.
- 4.7 AMERITECH-ILLINOIS will not deny a requesting CLEC's right to deploy non-standard xDSL-based technology that do not conform to the national 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) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.7.1 Upon request by CLEC, AMERITECH-ILLINOIS will cooperate in the testing and deployment of non-standard xDSL-based technology or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.7.2 If it is demonstrated that the non-standard xDSL based technology will not significantly degrade the other advanced services or traditional voice based services, **AMERITECH-ILLINOIS** will provide a loop to support the new technology for CLEC as follows:

4.7.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **AMERITECH-ILLINOIS** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.7.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. 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 provided for in this Appendix.

4.7.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if CLEC, **AMERITECH-ILLINOIS** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the party making the claim must notify the causing carrier and allow that carrier 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 CLEC, **AMERITECH-ILLINOIS** or another CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.7.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **AMERITECH-ILLINOIS** will not impose its own standards for provisioning xDSL services. However, **AMERITECH-ILLINOIS** will publish non-binding Technical Publications to communicate current standards and their application as set

forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLEC's collocation arrangement area (whether caged or cageless) consistent with AMERITECH-ILLINOIS' standard collocation practices and procedure. When virtually collocated, AMERITECH-ILLINOIS will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, AMERITECH-ILLINOIS voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. AMERITECH-ILLINOIS will determine where such AMERITECH-ILLINOIS-owned splitters will be located in each central office. AMERITECH-ILLINOIS owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, AMERITECH-ILLINOIS will perform testing and repair at the AMERITECH-ILLINOIS-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by AMERITECH-ILLINOIS, CLEC shall pay AMERITECH-ILLINOIS for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 AMERITECH- ILLINOIS will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide AMERITECH-ILLINOIS with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC

fails to submit a forecast in a central office which does not have available splitter ports, AMERITECH-ILLINOIS shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the AMERITECH-ILLINOIS central office. For requests for AMERITECH-ILLINOIS provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

- 5.1.2.1.2 Forecasts will be non-binding on both ILECs and CLECs. As such, AMERITECH-ILLINOIS will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.
- 5.1.2.2 Splitter provisioning will use standard AMERITECH-ILLINOIS configuration cabling and wiring in AMERITECH-ILLINOIS locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with AMERITECH-ILLINOIS' Operational Support Systems ("OSS").
- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.1.2.4 All AMERITECH-ILLINOIS-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
- 5.1.2.5 When an end-user disconnects AMERITECH-ILLINOIS' POTS service, AMERITECH-ILLINOIS will advise the end user to also notify their data CLEC. AMERITECH-ILLINOIS will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either

Party, the Parties shall meet to negotiate terms for such notification and disconnection.

5.1.2.6 AMERITECH-ILLINOIS retains the sole right to select AMERITECH-ILLINOIS-owned splitter equipment and installation vendors.

5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, AMERITECH-ILLINOIS will install the splitter in an AMERITECH-ILLINOIS bay and AMERITECH-ILLINOIS will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard AMERITECH-ILLINOIS configuration cabling and wiring in AMERITECH-ILLINOIS locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with AMERITECH-ILLINOIS Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: AMERITECH-ILLINOIS will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in AMERITECH-ILLINOIS' Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that AMERITECH-ILLINOIS is providing any other CLEC and/or AMERITECH-ILLINOIS' retail operations or its advanced services affiliate.

6.1.1 SBC will provide access to its new DSL Tracking Inquiry Tool (DTI) and Distribution Area (DA) information from its internal network systems.

The combination of these two tools provide the CLECs with the ability to identify, within a smaller geographic area in a wire center, where loops are served by integrated loop carrier or universal loop carrier.

- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **AMERITECH-ILLINOIS**' pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **AMERITECH-ILLINOIS** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **AMERITECH-ILLINOIS** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **AMERITECH-ILLINOIS**' retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
- 6.3.1 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 in 6.1 above will return information in all fields described in **AMERITECH-ILLINOIS**' Plan of Record when such information is contained in **AMERITECH-ILLINOIS**' electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
- 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
- 6.3.3 Detailed manual loop qualification includes all fields as described in **AMERITECH-ILLINOIS**' Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual

loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
- 6.4.2 If a CLEC elects to have AMERITECH-ILLINOIS provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to AMERITECH-ILLINOIS' affiliate, whichever is less.
- 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that AMERITECH-ILLINOIS perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, AMERITECH-ILLINOIS is not required to condition the loop. However, should AMERITECH-ILLINOIS refuse the CLEC's request to condition a loop, AMERITECH-ILLINOIS will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: AMERITECH-ILLINOIS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AMERITECH-ILLINOIS beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, AMERITECH-ILLINOIS' maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, AMERITECH-ILLINOIS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC 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 loops less than 12,000 feet, AMERITECH-ILLINOIS will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **AMERITECH ILLINOIS** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. If the parties cannot agree upon such intervals within a reasonable time, either party may invoke the dispute resolution procedures of the Agreement.
- 7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-ILLINOIS**' tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL 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 **AMERITECH-ILLINOIS**' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.3 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

- 7.3.4 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.3.5 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.6 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL 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 capable 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
- 7.3.7 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL 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.
- 7.3.8 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **AMERITECH-ILLINOIS**' tariffed xDSL-based services, or its affiliate's, whichever is less.

8. TESTING

- 8.1 **AMERITECH-ILLINOIS** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **AMERITECH-ILLINOIS** provides HFPL, continuity is generally assumed as **AMERITECH-ILLINOIS** retail POTS service is operating at the time of the

order. Generally, **AMERITECH-ILLINOIS** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **AMERITECH-ILLINOIS** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

- 8.2 Should the CLEC 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. All loops shall be tested to verify the absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.

8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC 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.

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, **AMERITECH-ILLINOIS**' field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **AMERITECH- ILLINOIS** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **AMERITECH-ILLINOIS** field technician will not perform a short or open circuit due to technical limitations.

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **AMERITECH-ILLINOIS** with a confirmation number and **AMERITECH- ILLINOIS** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

8.3.3 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 the CLEC 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 CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AMERITECH-ILLINOIS will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide AMERITECH-ILLINOIS with a confirmation number and AMERITECH-ILLINOIS will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, AMERITECH-ILLINOIS will still close the order. AMERITECH-ILLINOIS will not complete an order that fails Acceptance Testing.

- 8.3.4 Until such time as the CLEC and AMERITECH-ILLINOIS agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, AMERITECH-ILLINOIS agrees that should the CLEC open a trouble ticket and an AMERITECH-ILLINOIS 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 AMERITECH-

ILLINOIS fault), AMERITECH-ILLINOIS, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

- 8.3.5 If a trouble ticket is opened on the loop within 24 hours and the trouble resulted from AMERITECH-ILLINOIS error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request AMERITECH-ILLINOIS to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge.
- 8.3.6 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.

8.4 Acceptance Testing Billing

8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that AMERITECH-ILLINOIS is failing to install loops that are acceptable under the terms and definitions of this Appendix.

8.4.1.1 AMERITECH-ILLINOIS will perform an unbiased sampling of the CLEC's service orders by mutually acceptable sampling process. All data shall be available to CLEC for verification. If the sampling establishes that AMERITECH-ILLINOIS is correctly provisioning loops with continuity and ordered conditioning 90% of the time over any 2 month period of time, AMERITECH-ILLINOIS may continue charging for Acceptance Testing for all the same percentage of tests as shown by the sample. If the sampling results show that AMERITECH-ILLINOIS is not correctly provisioning loops 90% of the time, or greater, AMERITECH-ILLINOIS may then perform a comprehensive analysis of the population and will not charge for any tests until a 90% result is obtained over a two month period.

8.4.1.2 If the sampling results from Section 8.4.1.1 above show that AMERITECH-ILLINOIS is in non-compliance with the conditioning success rate, as defined in this Appendix, then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, AMERITECH-ILLINOIS may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether AMERITECH-ILLINOIS can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show AMERITECH-ILLINOIS is again in compliance, billing for Acceptance Testing shall resume.

8.4.1.4 Regardless of whether **AMERITECH-ILLINOIS** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **AMERITECH-ILLINOIS** will not bill for loop repairs when the repair resulted from an **AMERITECH-ILLINOIS** problem.

8.4.1.5 Beginning November 1, 2000, the **AMERITECH-ILLINOIS** delivery commitment, as defined by this Appendix in section 8.4.1.1, changes from 80% to 90%.

8.5 The charges for Acceptance Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60

**Rates subject to tariff changes.

If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing 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.

8.6 Line Sharing Turn-Up Testing Procedures:

- 8.6.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **AMERITECH-ILLINOIS**' central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.
- 8.6.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.
- 8.6.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE/SERVICE ASSURANCE

- 9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the 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, AMERITECH- ILLINOIS shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, AMERITECH- ILLINOIS shall attempt to notify the end user and CLEC for permission any time AMERITECH- ILLINOIS repair effort has the potential of affecting service on the broadband portion of the loop. AMERITECH-ILLINOIS may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval..
- 9.3 AMERITECH-ILLINOIS will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals AMERITECH-ILLINOIS provides its advanced services affiliates for the HFPL.
- 9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to AMERITECH-ILLINOIS and the problem is determined to be in the CLEC's network, the CLEC will pay AMERITECH-ILLINOIS the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.3.2 AMERITECH-ILLINOIS-owned line splitters:
- 9.3.2.1 AMERITECH-ILLINOIS will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals AMERITECH-ILLINOIS provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the AMERITECH-ILLINOIS central office.
- 9.3.3 CLEC-owned line splitters:
- 9.3.3.1 If AMERITECH-ILLINOIS isolates a trouble (causing significant degradation or out of service condition to the POTS

service) caused by the CLEC data equipment or splitter, AMERITECH-ILLINOIS will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

- 9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or AMERITECH-ILLINOIS, the contacted Party will notify the other and provide contact names prior to AMERITECH-ILLINOIS “cutting around” the POTS Splitter/DSLAM equipment to restore POTS.
- 9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact AMERITECH-ILLINOIS to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, AMERITECH-ILLINOIS will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, AMERITECH-ILLINOIS’ maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC’s request, AMERITECH-ILLINOIS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS or which result from conditioning or other work performed by AMERITECH-ILLINOIS. For loops under 12,000 feet, AMERITECH-ILLINOIS will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 An AMERITECH-ILLINOIS will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC 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. CLEC 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. CLEC 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 the CLEC’s trouble documentation for non-mechanized tests.

- 9.6 CLEC 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 AMERITECH-ILLINOIS facilities and hereby agrees to release, defend and indemnify AMERITECH-ILLINOIS, and hold AMERITECH-ILLINOIS harmless, from any claims for loss or damages, made against AMERITECH-ILLINOIS by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 AMERITECH-ILLINOIS will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AMERITECH-ILLINOIS beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with AMERITECH-ILLINOIS.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise AMERITECH-ILLINOIS of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify AMERITECH-ILLINOIS as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify AMERITECH-ILLINOIS. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 AMERITECH-ILLINOIS agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AMERITECH-ILLINOIS may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. AMERITECH-ILLINOIS shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, AMERITECH-ILLINOIS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by AMERITECH-ILLINOIS, as well as competitively neutral as between different xDSL services. Where disputes arise, AMERITECH-ILLINOIS and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AMERITECH-ILLINOIS will, upon request from a CLEC, disclose within 3-5

business days 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.

- 10.3 In the event that 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, **AMERITECH-ILLINOIS** and CLEC agree to 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.
- 10.4 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 Commission or FCC, then **AMERITECH-ILLINOIS** and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. INTENTIONALLY OMITTED

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DIRECT

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

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX DA

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-WISCONSIN means the applicable above listed ILECs doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, AMERITECH-ILLINOIS will provide the following DA Services:
 - 2.1.1 DIRECTORY ASSISTANCE (DA)
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.
 - 2.1.2 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 CLEC’s End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)
A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government

accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued an order that could affect AMERITECH-ILLINOIS ability to offer NLS and that AMERITECH-ILLINOIS may have to stop providing NLS at anytime.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.
- 3.1.2 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, AMERITECH-ILLINOIS will brand DA in CLEC’s name based upon the criteria outlined below. In non-Resale situations, if CLEC uses its own switch, technical feasibility is not a limitation.
 - 4.1.1 Where AMERITECH-ILLINOIS provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AMERITECH-ILLINOIS is only providing DA service on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
 - 4.1.3 CLEC will provide written specifications of its company name to be used by AMERITECH-ILLINOIS to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 Intentionally Omitted.

4.1.5 A CLEC purchasing **AMERITECH-ILLINOIS** unbundled local switching is responsible for maintaining CLEC's End User customer records in **AMERITECH-ILLINOIS** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.6 Intentionally Omitted.

4.1.7 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. **DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION**

5.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a 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 CLEC will inform **AMERITECH-ILLINOIS**, 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. CLEC acknowledges that it is responsible to provide **AMERITECH-ILLINOIS** 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 CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.

5.1.4 When an **AMERITECH-ILLINOIS** Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will quote the applicable DA rates as provided by CLEC.

5.1.4.1 In the interim, when an Operator receives a rate request from a CLEC End User, AMERITECH-ILLINOIS will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When AMERITECH-ILLINOIS has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force schedule issues, AMERITECH-ILLINOIS will be the sole provider of DA Services for CLEC's local serving area(s).
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AMERITECH-ILLINOIS Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from AMERITECH-ILLINOIS, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to AMERITECH-ILLINOIS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide AMERITECH-ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to AMERITECH-ILLINOIS for inclusion in AMERITECH-ILLINOIS DA database via electronic gateway as described in Appendix WP. CLEC further agrees that AMERITECH-ILLINOIS can release CLEC's directory assistance listings stored in AMERITECH-ILLINOIS directory assistance database to competing providers provided that AMERITECH-ILLINOIS agrees to compensate CLEC by paying CLEC the amount AMERITECH-ILLINOIS collects from such competing providers in connection with CLEC's listing information.

- 6.7 CLEC agrees that AMERITECH-ILLINOIS may utilize CLEC's End User's listings contained in AMERITECH-ILLINOIS directory assistance database in providing existing and future AMERITECH-ILLINOIS directory assistance or DA related services.
- 6.8 CLEC further agrees that AMERITECH-ILLINOIS can release CLEC's directory assistance listings stored in AMERITECH-ILLINOIS directory assistance database to competing providers.

7. METHODS AND PRACTICES

- 7.1 AMERITECH-ILLINOIS will provide DA Services in a non-discriminatory manner with the same level of service and with the same time intervals for call answer and response as AMERITECH-ILLINOIS provides to its own End Users, to CLEC's End Users in accordance with AMERITECH-ILLINOIS DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, AMERITECH-ILLINOIS may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

9. MONTHLY BILLING

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 9.2 AMERITECH-ILLINOIS will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

10. LIABILITY

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by AMERITECH-ILLINOIS, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AMERITECH-ILLINOIS pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DAL

**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“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 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 systems.
- 2.6 **“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 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“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).
- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a

transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 2.12 **“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. AMERITECH-ILLINOIS RESPONSIBILITIES

- 3.1 AMERITECH-ILLINOIS shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when AMERITECH-ILLINOIS is the 911 Service Provider. AMERITECH-ILLINOIS shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and AMERITECH-ILLINOIS is the 911 Service Provider. This shall include the following:

3.2 Call Routing

- 3.2.1 AMERITECH-ILLINOIS will transport 911 calls from each CLEC point of interconnection (POI) to the SR office of the E911 system, where AMERITECH-ILLINOIS is the 911 Service Provider.
- 3.2.2 AMERITECH-ILLINOIS will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

AMERITECH-ILLINOIS will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, AMERITECH-ILLINOIS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, AMERITECH-ILLINOIS will report this “No Record Found” condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

- 3.3.1 AMERITECH-ILLINOIS shall provide and maintain sufficient dedicated E911 trunks from AMERITECH-ILLINOIS’ SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

- 3.3.2 **AMERITECH-ILLINOIS** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **AMERITECH-ILLINOIS** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by CLEC, **AMERITECH-ILLINOIS** shall, within 10 days, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs (including the underlying database vendor) served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **AMERITECH-ILLINOIS** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **AMERITECH-ILLINOIS** SR(s).

3.4 Database

- 3.4.1 Where **AMERITECH-ILLINOIS** manages the E911 database, **AMERITECH-ILLINOIS** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **AMERITECH-ILLINOIS** shall coordinate access to the **AMERITECH-ILLINOIS** E911 DBMS for the initial loading and updating of CLEC End User 911 Records. CLEC has the responsibility for providing "updated" records and SBC has responsibility of uploading such updated End User 911 Records to the E911 DBMS.
- 3.4.3 **AMERITECH-ILLINOIS**' ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **AMERITECH-ILLINOIS** will upload CLEC's End User 911 Records to the E911 DBMS. **AMERITECH-ILLINOIS** will then provide CLEC an error and status report. This report will be provided electronically, in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

- 3.4.5 AMERITECH-ILLINOIS shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided monthly but only for those areas where CLEC is authorized to do business as a local exchange service provider and AMERITECH-ILLINOIS is the 911 service provider. The MSAG will be in an electronic database format.
- 3.4.6 Where AMERITECH-ILLINOIS manages the DBMS, AMERITECH-ILLINOIS shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the AMERITECH-ILLINOIS SR office of the E911 system, where AMERITECH-ILLINOIS is the 911 Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the AMERITECH-ILLINOIS 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each AMERITECH-ILLINOIS 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each AMERITECH-ILLINOIS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 The CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code)

must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

- 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the AMERITECH-ILLINOIS SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated AMERITECH-ILLINOIS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AMERITECH-ILLINOIS 911 SR.
- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from AMERITECH-ILLINOIS.
- 4.2.10 CLEC will cooperate with AMERITECH-ILLINOIS to promptly test all 911 trunks and facilities between CLEC's network and the AMERITECH-ILLINOIS 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). AMERITECH-ILLINOIS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising AMERITECH-ILLINOIS of the circuit identification and the fact that the circuit is a 911 circuit when notifying AMERITECH-ILLINOIS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AMERITECH-ILLINOIS will refer network trouble to CLEC if no defect is found in AMERITECH-ILLINOIS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AMERITECH-ILLINOIS for inclusion in AMERITECH-ILLINOIS DBMS on a timely basis. AMERITECH-ILLINOIS and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing AMERITECH-ILLINOIS updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AMERITECH-ILLINOIS 911 DBMS provided they are returned to the CLEC in timely fashion and in a standard electronic format.
- 4.3.5 The CLEC shall reimburse AMERITECH-ILLINOIS for any additional database charges incurred by AMERITECH-ILLINOIS for errors in ALI data updates caused by CLEC or its third-party agent.
- 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated AMERITECH-ILLINOIS 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AMERITECH-ILLINOIS**' Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 **AMERITECH-ILLINOIS** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **AMERITECH-ILLINOIS**' Selective Routing. **AMERITECH-ILLINOIS** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AMERITECH-ILLINOIS** and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **AMERITECH-ILLINOIS** not later than forty-five (45) days prior to the passing of live traffic. **AMERITECH-ILLINOIS** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to **AMERITECH-ILLINOIS** prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate

expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

- 7.5 In Illinois, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in **AMERITECH-ILLINOIS**' Appendix Pricing or applicable state Commission-approved tariff.

- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 **AMERITECH-ILLINOIS**' liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AMERITECH-ILLINOIS** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 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 **AMERITECH-ILLINOIS** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

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

- 9.3 CLEC agrees to release **AMERITECH-ILLINOIS** from any and all Loss arising out of **AMERITECH-ILLINOIS**' provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, to the extent that CLEC committed the act or omission proximately causing the Loss.
- 9.4 CLEC also agrees to release, **AMERITECH-ILLINOIS** 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 E911 Service 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 E911 Service provided hereunder, to the extent that CLEC committed the act or omission proximately causing the Loss.
- 9.5 Information provided pursuant to this Appendix shall be subject to confidentiality protection as provided in the Terms and Conditions.

10. MUTUALITY

- 10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AMERITECH-ILLINOIS** request such services, CLEC will provide such services to **AMERITECH-ILLINOIS** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX FCC MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

1.1 For purposes of this Appendix only SBC-13STATE is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.1 As used herein, AMERITECH-ILLINOIS means the applicable listed ILEC doing business in Illinois

1.2 AMERITECH-ILLINOIS will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date AMERITECH-ILLINOIS obligations cease under the FCC Merger Conditions

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. **DISCOUNTED SURROGATE LINE SHARING CHARGES**

- 3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, AMERITECH-ILLINOIS will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.
- 3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, AMERITECH-ILLINOIS' provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-ILLINOIS receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by AMERITECH-ILLINOIS, then upon expiration of any discounted surrogate line sharing charges, the line shall automatically convert to an appropriate AMERITECH-ILLINOIS product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, AMERITECH-ILLINOIS and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the AMERITECH-ILLINOIS Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, “change management process” means the documented process that AMERITECH-ILLINOIS and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. AMERITECH-ILLINOIS will follow the uniform change management process agreed upon with interested CLECs.

5. OSS: ELIMINATION OF CERTAIN FLAT-RATE MONTHLY CHARGES

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE also hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit SBC-13STATE's right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 AMERITECH-ILLINOIS will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, AMERITECH-ILLINOIS' provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-ILLINOIS receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by AMERITECH-ILLINOIS, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate AMERITECH-ILLINOIS product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

7. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 7.1 AMERITECH-ILLINOIS will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, AMERITECH-ILLINOIS' provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless AMERITECH-ILLINOIS receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by AMERITECH-ILLINOIS, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate AMERITECH-ILLINOIS product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this

Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 AMERITECH-ILLINOIS will provide CLEC promotional resale discounts on telecommunications services that AMERITECH-ILLINOIS provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, AMERITECH-ILLINOIS' provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless AMERITECH-ILLINOIS receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by AMERITECH-ILLINOIS, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate AMERITECH-ILLINOIS product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

- 9.1 AMERITECH-ILLINOIS will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For

purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When AMERITECH-ILLINOIS provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate AMERITECH-ILLINOIS for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, AMERITECH-ILLINOIS will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, AMERITECH-ILLINOIS' provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, AMERITECH-ILLINOIS' provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, AMERITECH-ILLINOIS shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

- 9.3.1 AMERITECH-ILLINOIS will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on AMERITECH-ILLINOIS' TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions AMERITECH-ILLINOIS will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to AMERITECH-ILLINOIS the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated AMERITECH-ILLINOIS technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where AMERITECH-ILLINOIS identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, AMERITECH-ILLINOIS will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against AMERITECH-ILLINOIS, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by AMERITECH-ILLINOIS after the date of such termination or order or finding. Thereafter, AMERITECH-ILLINOIS' continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

- 14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting AMERITECH-ILLINOIS' switches which can be shared by more than one LEC, including AMERITECH-ILLINOIS. These facilities include those between AMERITECH-ILLINOIS' End Office Switches, between AMERITECH-ILLINOIS' End Office Switch and AMERITECH-ILLINOIS's Tandem Office Switch, and between AMERITECH-ILLINOIS's Tandem Office Switches.
- 14.1.2 AMERITECH-ILLINOIS will not require use of dedicated transport or customized routing to complete calls using ULS-IST. AMERITECH-ILLINOIS will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.
- 14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through AMERITECH-ILLINOIS' network to non-AMERITECH-ILLINOIS switches, AMERITECH-ILLINOIS provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to AMERITECH-ILLINOIS' ULS-IST to use shared facilities and not dedicated transport between

AMERITECH-ILLINOIS' Central Offices and other carrier's switches providing local, wireless, or interexchange services.

- 14.1.4 Therefore, all Requesting Carrier's traffic between AMERITECH-ILLINOIS switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-AMERITECH-ILLINOIS switches will utilize the transit function of Interim Shared Transport.
- 14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. AMERITECH-ILLINOIS reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.
- 14.1.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, AMERITECH-ILLINOIS will utilize its existing routing tables contained in AMERITECH-ILLINOIS switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an AMERITECH-ILLINOIS End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including AMERITECH-ILLINOIS' telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 AMERITECH-ILLINOIS will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 AMERITECH-ILLINOIS will also charge a Requesting Carrier using AMERITECH-ILLINOIS' ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating AMERITECH-ILLINOIS end office or transiting and applicable termination charges for traffic to a non-AMERITECH-ILLINOIS end office. AMERITECH-ILLINOIS will not charge a Telecommunications Carrier using AMERITECH-ILLINOIS' local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is

delivered by shared transport facilities. AMERITECH-ILLINOIS will not create message records for terminating usage under the FCC Conditions.

14.2.2.1 All local and intraLATA traffic is billed from the originating record.

14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an AMERITECH-ILLINOIS end office.

14.2.3.4.2 Tandem routed traffic terminating to an AMERITECH-ILLINOIS end office.

14.2.3.4.3 Direct routed traffic terminating to a non-AMERITECH-ILLINOIS end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-AMERITECH-ILLINOIS end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using AMERITECH-ILLINOIS' ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), AMERITECH-ILLINOIS will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, AMERITECH-ILLINOIS will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use ("MOU") was determined for a ULS-IST Line Port.

14.3.2.2 These MOUs were then multiplied by AMERITECH-ILLINOIS' average access rates to generate a credit for access per ULS-IST Line Port.

14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of AMERITECH-ILLINOIS' network.

14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier's ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.

14.5 Retroactive True-Up

14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or

methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission's final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

14.5.2 **AMERITECH-ILLINOIS** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.

14.6 **BLOCKING**

14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. **PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE ILLINOIS ONLY**

15.1 **AMERITECH-ILLINOIS** will provide, in the state Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.

15.2 **AMERITECH-ILLINOIS** will provide, in the state of Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Illinois Merger Conditions.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

- 1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- 1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- 1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- 1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- 1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- 1.6 Calls from WATS, hotel/motel, **AMERITECH-ILLINOIS** Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- 1.8 Call Blocking will be provided only where CO facilities permit.
- 1.9 Call Blocking may not be limited to specific programs.
- 1.10 Call Blocking does not block calls to other telephone companies' numbers.
- 1.11 Call Blocking does not block long distance charges.
- 1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.

- 1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.
- 1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- 1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- 1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the **AMERITECH-ILLINOIS** entity code (R or NBT).
- 1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

APPENDIX FGA

INTERCONNECTION AGREEMENT

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS - As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC(s) doing business in Illinois.

2. DEFINITIONS

- 2.1 **“Subscriber Access Lines”** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 2.2 **“Feature Group A (FGA) Switched Access Service”** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.
- 2.4 **“The Primary Company”** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.
- 2.5 **“The Primary Office”** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User; and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.
- 2.6 **“The Secondary Company”** denotes the Party with the secondary office(s).
- 2.7 **“The Secondary Office”** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.
- 2.8 **“Access Minutes or Minutes of Use (MOUs)”** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- 2.9 **“Currently Effective Tariff Rate”** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.
- 3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month’s compensation cycle, and will not be required to adjust the previous bills retroactively.

- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

- 5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

- 5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made

a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.
- 6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
- 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

- 7.2.3 The total compensation due the Secondary Company, by rate element.
- 7.2.4 The number of terminating MOUs recorded by the Primary Company.
- 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
- 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 7.2.7 Adjustments for uncollectibles.

Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

	Primary Office	
Company	Secondary Office	Company

CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX
ACCESS LINE			

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	% Ownership of Access Line	Transport Facilities	LATA

APPENDIX FX

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5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 5

APPENDIX FX

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS- As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.
 - 2.2.3 Under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or

switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

- 2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.
- 2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.
- 2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.
- 2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.
- 2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

- 3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the

Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

- 3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 This Appendix provides descriptions of the trunking requirements between CLEC and AMERITECH-ILLINOIS. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.4 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.5 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to AMERITECH-ILLINOIS End Users.

2. DEFINITIONS

- 2.1 Intentionally Omitted.
- 2.2 AMERITECH-ILLINOIS - As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC(s) doing business in Illinois.
- 2.2 “Network Interconnection Methods” (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC Tandem or End Office switch and an

AMERITECH-ILLINOIS Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. CLEC will have administrative control of one-way trunk groups from CLEC to AMERITECH-ILLINOIS (CLEC originating).

- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an AMERITECH-ILLINOIS Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. AMERITECH-ILLINOIS will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.4 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.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS deploys in its network , Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AMERITECH-ILLINOIS deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective AMERITECH-ILLINOIS Tandems on the trunk groups defined below. AMERITECH-ILLINOIS shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.2.1 Upon becoming aware that transit traffic through the AMERITECH-ILLINOIS Tandem between CLEC and another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall use best efforts to enter into an arrangement within 60 days (or as soon thereafter as possible) with such Local Exchange Carrier, CLEC or wireless carrier to establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via AMERITECH-ILLINOIS Tandem switches, and not at or through any AMERITECH-ILLINOIS End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, AMERITECH-ILLINOIS acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CLEC and (ii) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.1, AMERITECH-ILLINOIS will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 4.4 Direct End Office trunks terminate traffic from a CLEC switch to an AMERITECH-ILLINOIS End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group

when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

- 4.5 All traffic received by **AMERITECH-ILLINOIS** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from **AMERITECH-ILLINOIS** 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 of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **AMERITECH-ILLINOIS** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

- 4.5.1 **AMERITECH-ILLINOIS** traffic to CLEC over end office trunks shall be local traffic and intraLATA toll traffic. To the extent **AMERITECH-ILLINOIS** passes interexchange (IXC) traffic over these trunks, **AMERITECH-ILLINOIS** will capture and pass to CLEC the records required by Section 3.3 of Appendix Recording. To the extent **AMERITECH-ILLINOIS** passes intraLATA toll traffic over these trunks, **AMERITECH-ILLINOIS** will continue to pass intraLATA toll information to CLEC in the same manner **AMERITECH-ILLINOIS** passes intraLATA toll traffic information to CLEC as of the Effective Date of this Agreement.

4.6 Trunk Configuration

4.6.1 Trunk Configuration –

- 4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the 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.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and **AMERITECH-ILLINOIS**.

5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

5.3.1 Tandem Trunking - Single Tandem LATAs

5.3.1.1 Where **AMERITECH-ILLINOIS** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **AMERITECH-ILLINOIS** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **AMERITECH-ILLINOIS** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-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 primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **AMERITECH-ILLINOIS**

5.4.1 InterLATA traffic shall be transported between CLEC switch and the **AMERITECH-ILLINOIS** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC’s End

Users and inter exchange carriers via a AMERITECH-ILLINOIS Access Tandem.

- 5.4.2 InterLATA trunk groups shall be set up 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 AMERITECH-ILLINOIS has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each AMERITECH-ILLINOIS Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 5.4.5 Intentionally Omitted.
- 5.4.6 For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code’s geographic area.
- 5.4.7 AMERITECH-ILLINOIS will not block switched access customer traffic delivered to any AMERITECH-ILLINOIS Tandem for completion on CLEC’s network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any AMERITECH-ILLINOIS Access Tandem that CLEC switch subtends in each LATA. In no event will AMERITECH-ILLINOIS be required to route such traffic through more than one Tandem for connection to/from switched access customers. AMERITECH-ILLINOIS shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. AMERITECH-ILLINOIS also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with AMERITECH-ILLINOIS’ Access Tandem(s).

5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AMERITECH-ILLINOIS 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: AMERITECH-ILLINOIS

5.5.1 If CLEC chooses AMERITECH-ILLINOIS to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AMERITECH-ILLINOIS Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that AMERITECH-ILLINOIS 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/intra-LATA/inter-LATA) 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 AMERITECH-ILLINOIS over the local or intra-LATA trunk group. In such case, the 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 group to carriers not directly connected to its network but are connected to AMERITECH-ILLINOIS' Access Tandem. Calls will be routed to AMERITECH-ILLINOIS over the local/IntraLATA and inter-LATA 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 AMERITECH-ILLINOIS, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXC's, or shall be delivered by CLEC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

- 5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 5.6.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the AMERITECH-ILLINOIS 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
- 5.6.3 CLEC will cooperate with AMERITECH-ILLINOIS to promptly test all 9-1-1 trunks and facilities between CLEC network and the AMERITECH-ILLINOIS 9-1-1 Tandem to assure proper functioning of 9-1-1 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:

- 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 (except AMERITECH-ILLINOIS – which uses SS7). 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.

5.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
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 AMERITECH-ILLINOIS of the need to establish a one-way outgoing SS7 or MF trunk group from the AMERITECH-ILLINOIS HVCI/Mass Calling Serving Office to the CLEC customer's serving office and AMERITECH-ILLINOIS shall establish this 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, the CLEC may request a meeting to coordinate with AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.

5.7.5 Where AMERITECH-ILLINOIS and CLEC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If AMERITECH-ILLINOIS agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the AMERITECH-ILLINOIS OPERATOR

SERVICES Tandem utilizing MF signaling. Reciprocally, AMERITECH-ILLINOIS will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CLECs designated operator services switch.

- 5.8.2 If AMERITECH-ILLINOIS 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 trunk group for these services will be required to the appropriate AMERITECH-ILLINOIS OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. The same trunk group may be used for Operator Services and DA. This trunk group is set up 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 ASR's 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 one-way trunk group to each AMERITECH-ILLINOIS OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. The same trunk group may be used for Operator Services and DACC. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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

- 5.8.2.3.1 When AMERITECH-ILLINOIS' operator is under contract to verify the busy status of the CLEC End Users, AMERITECH-ILLINOIS will utilize a segregated one-way with MF signaling trunk group from AMERITECH-ILLINOIS' Operator Services

Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASR's 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 **AMERITECH-ILLINOIS**' 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 ASR's 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 **AMERITECH-ILLINOIS** to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES: AMERITECH-ILLINOIS

6.1 If it has not already done so under a prior interconnection agreement, CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **AMERITECH-ILLINOIS** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC

shall provide subsequent forecasts 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 AMERITECHILLINOIS General Trunk Forecast. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three year. Forecasts shall be non-binding on both AMERITECH-ILLINOIS and CLEC. AMERITECH-ILLINOIS shall take CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing as the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. 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. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

- 6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
- 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) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/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.

- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. AMERITECH-ILLINOIS shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to AMERITECH-ILLINOIS, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AMERITECH-ILLINOIS

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

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECES*
Local Direct End Office (Final)	2%
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%

*During implementation the Parties will mutually agree on an ECES or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AMERITECH-ILLINOIS

- 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 ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), AMERITECH-ILLINOIS and will issue ASRs for trunk groups for traffic that originates in AMERITECH-ILLINOIS and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send 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 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. The forms can be obtained from www.atis.org/atis/clc/obf/download.htm.
- 8.3 In A Blocking Situation:
- 8.3.1 In a blocking final situation, a TGSR will be issued by AMERITECH-ILLINOIS when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.
- 8.4 Underutilization:
- 8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.4.1.1 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 of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

- 8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection 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. (10 business days for **AMERITECH-ILLINOIS**)
 - 8.4.1.3 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.
 - 8.4.1.4 If **AMERITECH-ILLINOIS** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AMERITECH-ILLINOIS** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AMERITECH-ILLINOIS** will issue an ASR to resize the Interconnection trunks and facilities.
- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 8.5.1 Within ten (10) business days after receipt of the TGSR, upon review of and in response to the TGSR received
 - 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **AMERITECH-ILLINOIS**' Switched Access service.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among **AMERITECH-ILLINOIS** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

- 8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AMERITECH-ILLINOIS** will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be no longer than 21 days from receipt of a request by either party provided that due dates for installation of more than 96 trunks shall be on an individual case basis. If either CLEC or **AMERITECH-ILLINOIS** is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the parties will reschedule the date no more than 7 days from the original date.
- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 8.10 Intentionally Omitted.
- 8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE:

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT:

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 AMERITECH-ILLINOIS 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

10.2.2 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 AMERITECH-ILLINOIS shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX MESSAGE EXCHANGE

**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND
UNBUNDLED SERVICE**

1. RESERVATION

- 1.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and 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 Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS - As used herein, AMERITECH-ILLINOIS means the above listed ILECs doing business in Illinois.
- 1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA.
- 1.4.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.
- 1.4.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.
- 1.5 AMERITECH-ILLINOIS shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AMERITECH-ILLINOIS provides itself, a subsidiary, an affiliate, or any other party to which AMERITECH-ILLINOIS provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

- 1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

- 2.1 AMERITECH-ILLINOIS' network is partly comprised of End Office switches, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. AMERITECH-ILLINOIS' 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. The physical architecture plan will be completed within 60 days from CLEC's written request for interconnection in a new LATA contingent upon the parties mutual agreement on the architecture. Due to state regulatory calling scope requirements, AMERITECH-ILLINOIS requires Interconnection at all Tandems in a LATA. CLEC and AMERITECH-ILLINOIS agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and AMERITECH-ILLINOIS End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and AMERITECH-ILLINOIS' End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.1.1 The planning session for the physical architecture design shall be scheduled within 21 Calendar days following the request by either Party but shall be held on the scheduled date only if the Trunk Forecast, Network Information Sheets and Verification Work Sheets are rendered complete (to the extent CLEC is not relying on information from Ameritech to complete) to AMERITECH-ILLINOIS by CLEC at least ten (10) days prior to that date.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or

LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.

- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the 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). At least one POI must be established within the geographic area where AMERITECH-ILLINOIS operates as an incumbent LEC and CLEC has a switch and End Users in that area.
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the CLEC switch to each AMERITECH-ILLINOIS Access Tandem where CLEC originates or terminates local and/or toll traffic with AMERITECH-ILLINOIS.
- 2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. To the extent that the parties agree to provide joint SONET or fiber meet, the CLEC may use the joint SONET facility to carry OS/DA, 911 or mass calling on its side of the POI.
- 2.8 If CLEC has established Collocation in a AMERITECH-ILLINOIS End Office, direct End Office trunks to that End Office shall be over the financial responsibility of the CLEC. If CLEC has not established Collocation in a AMERITECH-ILLINOIS End Office, AMERITECH-ILLINOIS shall provision the facilities for the direct End Office trunks from the POI to the AMERITECH-ILLINOIS End Office.

2.9 Technical Interfaces

- 2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.
- 2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **AMERITECH-ILLINOIS** 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.

3. **METHODS OF INTERCONNECTION**

3.1 Physical Collocation Interconnection

- 3.1.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **AMERITECH-ILLINOIS** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **AMERITECH-ILLINOIS** Tandem or End Office and wishes for **AMERITECH-ILLINOIS** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

- 3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between **AMERITECH-ILLINOIS** and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a **AMERITECH-ILLINOIS** Tandem or End Office within each LATA.

- 3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain SONET system. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. 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.
- 3.4.4 There are four basic Fiber Meet design options. In the event that the Fiber Meet designs implemented between CLEC and AMERITECH-ILLINOIS under predecessor interconnection agreement are substantially of the Design Four type, and the existing facilities are available, the parties agree to use Design Four for any new Fiber Meet facilities provisioned under this Agreement. In the event that the requirements stated in the preceding sentence cannot be fulfilled or if CLEC desires use of a different design at a particular Fiber Meet, the options selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section
- 3.4.4.1 Design One: CLEC’s fiber cable (four fibers) and AMERITECH-ILLINOIS’ fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and AMERITECH-ILLINOIS locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

- 3.4.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or AMERITECH-ILLINOIS designated) manhole at the AMERITECH-ILLINOIS Tandem or End Office switch. AMERITECH-ILLINOIS 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 Optical Fire Resistant (OFR) cable for AMERITECH-ILLINOIS to pull the fiber cable through the AMERITECH-ILLINOIS cable vault and terminate on the AMERITECH-ILLINOIS fiber distribution frame (FDF) in AMERITECH-ILLINOIS' office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AMERITECH-ILLINOIS shall take the fiber from the manhole and terminate it inside Ameritech-Illinois' office on the FDF at AMERITECH-ILLINOIS' expense. In this case the POI shall be at the AMERITECH-ILLINOIS designated manhole location.
- 3.4.4.3 Design Three: AMERITECH-ILLINOIS will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable AMERITECH-ILLINOIS to deliver fiber optic facilities into that manhole. AMERITECH-ILLINOIS will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. AMERITECH-ILLINOIS shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.
- 3.4.4.4 Design Four: Both CLEC and AMERITECH-ILLINOIS each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. AMERITECH-ILLINOIS will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both

Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AMERITECH-ILLINOIS location.

- 3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from AMERITECH-ILLINOIS. This location is CLEC's responsibility to provision and maintain.
- 3.4.6 The AMERITECH-ILLINOIS location includes all AMERITECH-ILLINOIS FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is AMERITECH-ILLINOIS' responsibility to provision and maintain.
- 3.4.7 AMERITECH-ILLINOIS and CLEC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of 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.
- 3.4.9 CLEC and AMERITECH-ILLINOIS 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 below. These methods will meet quality standards as mutually agreed to by CLEC and AMERITECH-ILLINOIS.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If CLEC determines to offer local Interconnection within an AMERITECH-ILLINOIS area, CLEC shall provide written notice to AMERITECH-ILLINOIS of the need to establish Interconnection in each LATA. Such request shall include (i) CLEC's Switch address, type of Switch and CLI code; (ii)

CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **AMERITECH-ILLINOIS** Central Offices, CLEC shall provide written notice to **AMERITECH-ILLINOIS**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **AMERITECH-ILLINOIS** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange/LATA, **AMERITECH-ILLINOIS** shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 CLEC and **AMERITECH-ILLINOIS** shall work cooperatively to install and maintain a reliable network. CLEC and **AMERITECH-ILLINOIS** 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.
- 4.5 CLEC and **AMERITECH-ILLINOIS** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.
- 4.6 CLEC and **AMERITECH-ILLINOIS** shall:
 - 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 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.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover leasing of facilities for purposes of Interconnection. AMERITECH-ILLINOIS offers leased facilities from the applicable Access Tariff.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AMERITECH-ILLINOIS** means an ILEC doing business in Illinois.
- 1.4 The prices at which **AMERITECH-ILLINOIS** agrees to provide CLEC with Numbering Portability are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. Intentionally omitted.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Intentionally Omitted

3.2 Service Provided

3.2.1 **AMERITECH-ILLINOIS** provides CLECs the use of the **AMERITECH-ILLINOIS** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem,

and/or end office's LRN software will determine the need for, and triggers, the query. AMERITECH-ILLINOIS PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 AMERITECH-ILLINOIS will provide CLEC the use of the AMERITECH-ILLINOIS PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of AMERITECH-ILLINOIS

3.3.1 AMERITECH-ILLINOIS has deployed LRN in all of their switches.

3.3.2 Intentionally Omitted

3.3.4 AMERITECH-ILLINOIS may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC will access AMERITECH-ILLINOIS' facilities via either SBC or another provider's SS7 link: AMERITECH-ILLINOIS - Section 8 of FCC No. 2 Access Service Tariff/ to the AMERITECH-ILLINOIS STP. To the extent that CLEC does not select AMERITECH-ILLINOIS as its primary SPNP Database provider, CLEC may use other SS7 and SPNP Database Query Service Providers.

3.4.2 Intentionally Omitted

3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and

the associated data as identified in industry forums as being required for PNP.

3.4.4 Intentionally Omitted

3.4.5 When CLEC requests that an NXX in an LRN capable **AMERITECH-ILLINOIS** switch become portable, CLEC shall follow the industry standard LERG procedure.

3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 For EDI orders CLEC shall adhere to **AMERITECH-ILLINOIS**' Local Service Request (LSR) format and PNP due date intervals.

3.4.8 CLEC shall adhere to reserved number standards as set by the FCC.

3.5 Obligations of Both Parties

3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 3.5.8 **AMERITECH-ILLINOIS** will provide 10-digit trigger on all LNP orders. 10-digit trigger will not be provided on orders where numbers are ported out of a DMS10 switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within - **AMERITECH-ILLINOIS** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions. If geographic number portability shall be available during the term of this Agreement, and is ordered by the FCC or the Commission, or if Ameritech offers geographic number portability to its own customers, the parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the parties are unable to negotiate such changes within 30 days, either party may invoke the dispute resolution procedures under this Agreement.
- 3.6.2 Telephone numbers in the following **AMERITECH-ILLINOIS** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AMERITECH-ILLINOIS** Official Communications Services (OCS) NXXs.
- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 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.
- 3.7.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform 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. CLEC will perform N-1 responsibilities on the same terms as Ameritech provides for in its applicable tariff.
- 3.7.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each party will be at the rate set forth in Ameritech's applicable tariff.
- 3.7.8 Both parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

- 3.8.1 The price of PNP queries shall be the same as those in **AMERITECH-ILLINOIS** - Section 6 of the FCC No. 2 Access Services Tariff
- 3.8.2 CLEC agrees not to charge **AMERITECH-ILLINOIS**, nor any SBC Affiliate, SBC Subsidiary, or **AMERITECH-ILLINOIS** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

4.1 AMERITECH-ILLINOIS has deployed LRN in all of their switches.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AMERITECH-ILLINOIS 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.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AMERITECH-ILLINOIS will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AMERITECH-ILLINOIS mass calling tandem and/or AMERITECH-ILLINOIS mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AMERITECH-ILLINOIS 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.

5.2.2 When a CLEC requests that a AMERITECH-ILLINOIS number with a mass calling NXX code be ported to its network, AMERITECH-ILLINOIS will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 Obligations of **AMERITECH-ILLINOIS**

- 5.3.1 **AMERITECH-ILLINOIS** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **AMERITECH-ILLINOIS** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 **AMERITECH-ILLINOIS** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **AMERITECH-ILLINOIS** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of CLEC

- 5.4.1 CLEC shall agree to adhere to **AMERITECH-ILLINOIS** LSR format and mass calling due date intervals as set out in the Ameritech Trunking Interval Guide.
- 5.4.2 The CLEC shall provide the facility and DID trunk group from the **AMERITECH-ILLINOIS** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

- 5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **AMERITECH-ILLINOIS** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **AMERITECH-ILLINOIS**'s tandem and/or **AMERITECH-ILLINOIS** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **AMERITECH-ILLINOIS** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 5.5.2 MF and SS7 trunk groups shall not be combined within a DS1 facility. A separate DS1 facility per signaling type must be used. Where

AMERITECH-ILLINOIS and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to reserved number standards set by the FCC. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept

6. Intentionally omitted.

7. **PROVISION OF PNP BY CLEC TO AMERITECH-ILLINOIS**

7.1 CLEC shall provide PNP to **AMERITECH-ILLINOIS** under no less favorable terms and conditions as when **AMERITECH-ILLINOIS** provides such services to CLEC.

8. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, AMERITECH-ILLINOIS means the above listed ILEC doing business in Illinois.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each AMERITECH-ILLINOIS rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, the CLEC shall obtain a separate thousand block for each. This will enable CLEC and AMERITECH-ILLINOIS to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which

was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER". In a Thousand block number pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OS

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APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILECs doing business in Illinois.

2. SERVICES

- 2.1 Where technically feasible and/or available, AMERITECH-ILLINOIS will provide the following OS:
 - 2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an AMERITECH-ILLINOIS operator, hereafter called "Operator."

 - 2.1.1.1 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.
 - 2.1.1.2 Intentionally omitted.
 - 2.1.2 Operator-Assisted Call Processing
 - 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, **AMERITECH-ILLINOIS** 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.

3.1.3 Intentionally Omitted

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **AMERITECH-ILLINOIS** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **AMERITECH-ILLINOIS** 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 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line 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. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, AMERITECH-ILLINOIS will brand OS in CLEC's name based upon the criteria outlined below:
 - 4.1.1 Where AMERITECH-ILLINOIS provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AMERITECH-ILLINOIS is only providing OS on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

- 4.1.3 CLEC will provide written specifications of its company name to be used by **AMERITECH-ILLINOIS** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.4 Intentionally Omitted
- 4.1.5 A CLEC purchasing **AMERITECH-ILLINOIS** unbundled local switching is responsible for maintaining CLEC's End User customer records in **AMERITECH-ILLINOIS** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.6 Intentionally Omitted
- 4.1.7 Branding Load Charges
 - 4.1.7.1 **AMERITECH-ILLINOIS** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **AMERITECH-ILLINOIS** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1 CLEC will furnish OS Rate and Reference Information by the OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
 - 5.1.2 CLEC will inform **AMERITECH-ILLINOIS**, 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. CLEC acknowledges that it is responsible to provide **AMERITECH-ILLINOIS** 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 CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.

5.1.4 AMERITECH-ILLINOIS - When an Operator receives a rate request from a CLEC End User, AMERITECH-ILLINOIS will quote the applicable OS rates as provided by CLEC.

5.1.4.1 AMERITECH-ILLINOIS – In the interim, when an Operator receives a rate request from a CLEC End User, AMERITECH-ILLINOIS will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When AMERITECH-ILLINOIS and has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. INTENTIONALLY OMITTED

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, AMERITECH-ILLINOIS agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide AMERITECH-ILLINOIS with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, AMERITECH-ILLINOIS will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless AMERITECH-ILLINOIS from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force schedule issues, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s)

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AMERITECH-ILLINOIS Operator assistance switch. Should CLEC seek to obtain interexchange OS from AMERITECH-ILLINOIS, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate

Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to AMERITECH-ILLINOIS a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide AMERITECH-ILLINOIS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to AMERITECH-ILLINOIS, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 AMERITECH-ILLINOIS will provide OS to CLEC's End Users in accordance with AMERITECH-ILLINOIS 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 AMERITECH-ILLINOIS agrees to provide CLEC with OS, including all services set out in this Appendix, are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, AMERITECH-ILLINOIS may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 AMERITECH-ILLINOIS will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix. The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix. Furthermore, and not by way of limitation of the preceding sentence, the parties specifically agree that any claims arising from disclosure of telephone number, address, or name associated with the telephone called or telephone used shall be subject to the indemnification provisions of the General Terms and Conditions.

13. TERMS OF APPENDIX

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

13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay AMERITECH-ILLINOIS, within thirty (30) days of the issuance of any bills by AMERITECH-ILLINOIS, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Southwestern Bell Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS - As used herein, means AMERITECH-ILLINOIS the applicable above listed ILEC(s) doing business in Illinois.
- 1.4 AMERITECH-ILLINOIS has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means Information Industry Service Center (IISC) for AMERITECH-ILLINOIS.
- 2.2 “LOC” means the Customer Response Unit (CRU) for AMERITECH-ILLINOIS.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AMERITECH-ILLINOIS shall not be required to

accept and process orders manually) except when the electronic order processing is unavailable, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For AMERITECH-ILLINOIS, CLEC agrees to utilize AMERITECH-ILLINOIS electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through AMERITECH-ILLINOIS. In addition, CLEC agrees that such use will comply with the summary of AMERITECH-ILLINOIS's Competitive Local Exchange Carrier Security Policies and Guidelines identified in section 9 of this Appendix.

3.2.2 Intentionally Omitted.

3.3 Within AMERITECH-ILLINOIS regions, CLEC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:

3.3.1 Intentionally Omitted.

3.3.2 Intentionally Omitted.

3.3.3 The CLEC may choose to use *this* CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). CLEC must have documented authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

3.3.3.1 Intentionally Omitted.

3.3.4 Throughout AMERITECH-ILLINOIS region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AMERITECH-ILLINOIS harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs

dependent on region of operation. In addition, CLEC agrees to perform accurate and correct ordering as it relates to Ameritech-Illinois' UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. CLEC is also responsible for all actions of its employees using any of Ameritech-Illinois' OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AMERITECH-ILLINOIS in attempting to provision orders, even if such orders are later discovered to be inaccurate due to inaccurate ordering or usage of the OSS by CLEC, if such costs are not already recovered through other charges assessed by AMERITECH-ILLINOIS to CLEC. If inaccurate orders are discovered prior to Ameritech taking actions to provision the orders, no additional charges will apply. In addition, AMERITECH-ILLINOIS retains the right to audit all activities by CLEC using any AMERITECH-ILLINOIS OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed prior to or in conjunction with the execution of this Agreement.

- 3.5 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AMERITECH-ILLINOIS and CLEC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to CLEC within the specific operating region.
- 3.6 The Resource Center for the AMERITECH-ILLINOIS region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.7 AMERITECH-ILLINOIS and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.8 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.
- 3.9 AMERITECH-ILLINOIS will and CLEC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AMERITECH-ILLINOIS may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be

necessary to comply with emerging guidelines. CLEC and AMERITECH-ILLINOIS 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, AMERITECH-ILLINOIS has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.10 Due to enhancements and on-going development of access to Ameritech-Illinois' OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AMERITECH-ILLINOIS shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.11 CLEC is responsible for obtaining operating system software and hardware to access AMERITECH-ILLINOIS OSS functions as specified in: "Ameritech Electronic Service Order Guide (AESOG)", or any other documents or interface requirements subsequently generated by AMERITECH-ILLINOIS, provided that material changes shall follow the Change Management Process before being incorporated into the AESOG.

4. PRE-ORDERING

- 4.1 AMERITECH-ILLINOIS will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AMERITECH-ILLINOIS region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
 - 4.2.1 Intentionally Omitted.
 - 4.2.2 Access to AMERITECH-ILLINOIS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for AMERITECH-ILLINOIS only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this

subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For AMERITECH-ILLINOIS, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 Pre-ordering functions for UNEs include:

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to AMERITECH-ILLINOIS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for AMERITECH-ILLINOIS only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For AMERITECH-ILLINOIS, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For AMERITECH-ILLINOIS, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 AMERITECH-ILLINOIS Resale and UNE Services Pre-Order System

Availability: AMERITECH-ILLINOIS will provide CLEC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.5 **Other Pre-order Function Availability:**

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

4.5.2 Upon request, but not more frequently than once a month, AMERITECH-ILLINOIS, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5. **ORDERING/PROVISIONING**

5.1 AMERITECH-ILLINOIS provides access to ordering functions (as measured from the time AMERITECH-ILLINOIS receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AMERITECH-ILLINOIS to provision in accordance with applicable AMERITECH-ILLINOIS ordering requirements. AMERITECH-ILLINOIS will provide CLEC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 AMERITECH-ILLINOIS makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AMERITECH-ILLINOIS ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and

AMERITECH-ILLINOIS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon Ameritech-Illinois' Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and AMERITECH-ILLINOIS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon Ameritech-Illinois' UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements. In AMERITECH-ILLINOIS, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

5.6 **Provisioning for Resale Services and UNEs in AMERITECH-ILLINOIS: SBC-SMERITECH** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, AMERITECH-ILLINOIS provides CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. AMERITECH-ILLINOIS will provide CLEC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 Intentionally Omitted.

6.1.2 Intentionally Omitted

6.1.3 Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

6.14 Intentionally Omitted.

6.1.5 Electronic Bonding Interface (EBI) is an interface that is available for

trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AMERITECH-ILLINOIS. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AMERITECH-ILLINOIS will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 Intentionally Omitted.

7.1.2 For Resale Services, CLEC may elect to receive its bill on CD.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 Intentionally Omitted.

7.2.2 Intentionally Omitted.

7.2.3 Intentionally Omitted.

7.2.4 CLEC may receive electronically a Usage Extract Feed. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

7.2.5 CLEC may receive Local Disconnect Report records electronically, that indicate when CLEC's End Users change their Competitive Local Exchange Carrier. In AMERITECH-ILLINOIS this information is provided via the EDI 836 transaction set.

7.2.6 Intentionally Omitted.

7.2.7 CLEC may receive a mechanized bill via the AMERITECH-ILLINOIS Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

- 7.3.1 AMERITECH-ILLINOIS also makes available to CLECs a local bill via the AMERITECH-ILLINOIS Electronic Billing System (AEBS) transaction set.
- 7.3.2 Intentionally Omitted.
- 7.3.3 CLECs will receive a Usage Extract Feed, electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.
- 7.3.4 CLEC may receive Local Disconnect Report records electronically that indicate when CLEC's End Users, change their Competitive Local Exchange Carrier. In AMERITECH-ILLINOIS this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 Intentionally Omitted.
- 8.2 Intentionally Omitted.
- 8.3 Intentionally Omitted.
- 8.4 Intentionally Omitted.
- 8.5 Intentionally Omitted.
- 8.6 CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.
- 8.7 Intentionally Omitted.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with AMERITECH-ILLINOIS data facilities for access to OSS will be in compliance with Ameritech-Illinois' 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 8 govern direct and dial up connections between CLEC and the PRAF and LRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AMERITECH-ILLINOIS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 **Modem/DSU Maintenance And Use Policy:** To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **Ameritech-Illinois**' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **AMERITECH-ILLINOIS**, as appropriate to the ownership of a failed component. As necessary, CLEC and **AMERITECH-ILLINOIS** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 16.5 - 16.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AMERITECH-ILLINOIS, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user in real time.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

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

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

9.9 User Authorization

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

9.10 Software And Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**AMERITECH-ILLINOIS** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any*

evidence of unauthorized access, use, or modification being used for criminal prosecution."

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, CLEC must complete user education classes for AMERITECH-ILLINOIS-provided interfaces that affect the AMERITECH-ILLINOIS network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by AMERITECH-ILLINOIS and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon AMERITECH-ILLINOIS availability and will be coordinated among CLEC, the CLEC's AMERITECH-ILLINOIS Account

Manager, and AMERITECH-ILLINOIS Industry Markets CLEC Training Product Management.

- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to AMERITECH-ILLINOIS completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AMERITECH-ILLINOIS system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of Ameritech-Illinois' OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations relating to proprietary and confidential information as set out in the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 Intentionally Omitted.
- 11.4 For AMERITECH-ILLINOIS, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AMERITECH-ILLINOIS on an Individual Case Basis (ICB) and priced as such.
- 11.5 Intentionally Omitted.

12. EFFECTIVE DATE, TERM

- 12.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending Commission approval, ten (10) days after it is filed with the state Commission; or, alternatively, this Appendix will be effective upon approval by the state Commission when it is approved as a part of the Interconnection Agreement, whichever is earlier.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AMERITECH-ILLINOIS is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for AMERITECH-ILLINOIS' failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
 - 3.1.1 Performance Criteria

3.1.1.1 The target level of AMERITECH-ILLINOIS performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which AMERITECH-ILLINOIS achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both AMERITECH-ILLINOIS and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by AMERITECH-ILLINOIS to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 AMERITECH-ILLINOIS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AMERITECH-ILLINOIS' control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with AMERITECH-ILLINOIS or law; (iii) environmental events beyond AMERITECH-ILLINOIS' control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by AMERITECH-ILLINOIS through the exercise of reasonable

diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AMERITECH-ILLINOIS.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to AMERITECH-ILLINOIS at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, AMERITECH-ILLINOIS agrees to pay the CLEC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of AMERITECH-ILLINOIS to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.
- 6.2 In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding in which both parties have the opportunity to participate, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and AMERITECH-ILLINOIS does not at this time so agree.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 7.1 Liquidated damages apply to the available, non-diagnostic measures designated in the Business Rules when AMERITECH-ILLINOIS delivers Non-complaint

performance as defined in 3.1.3. In no event shall AMERITECH-ILLINOIS be required to pay a Liquidated Damage for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred

- 7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,000$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 8.1 AMERITECH-ILLINOIS and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points are greater than 30 for a given measurement.
- 8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for AMERITECH-ILLINOIS or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}})$.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{ILEC}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

The probability of the Z statistic is obtained from a standard normal distribution.

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance

the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$$DIFF = M_{CLEC} - BM$$

$$M_{CLEC} = \text{CLEC Average}$$

$$BM = \text{Benchmark}$$

$$\delta_{DIFF} = \text{SQRT} [\delta_{CLEC}^2 (1/ n_{CLEC})]$$

$$\delta_{CLEC}^2 = \text{Calculated variance for CLEC.}$$

$$n_{CLEC} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$$K = PN$$

$$P = \text{CLEC proportion}$$

$$N = \text{number of observations or samples used in CLEC measurement}$$

$$B = \text{benchmark expressed as a proportion}$$

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find that row of the table such that M is within the range of values given in the first two columns of the table. (3) Reading across that row determine the value of F from the third column. (4) The critical probability for determining compliance in each statistical test performed on the M measures is calculated by interpolating the last two columns of the table for that row. For example, suppose a CLEC has 50 measures. The applicable row has the range of 49 to 60 measures. The F value for that row is 7 and the critical probabilities is

$$6.2\% - (6.2\% - 5\%) \frac{50 - 49}{60 - 49} = 6.1\%$$

9. TABLE OF CRITICAL VALUES

Number of Measures Reported to the CLEC (M)		(F)	Critical Probabilities for Assessing Parity and Compliance (P)	
Minimum Value in the Range Associated with F	Maximum Value in the Range Associated with F		Probability for Minimum Value in the Range	Probability for Maximum Value in the Range
1	1	0	1.00%	1.00%
2	3	1	10.00%	5.90%
4	9	2	14.10%	5.30%
10	17	3	9.30%	5.20%
18	26	4	7.70%	5.20%
27	37	5	7.00%	5.10%
38	48	6	6.50%	5.10%
49	60	7	6.20%	5.00%
61	72	8	6.00%	5.00%
73	85	9	5.90%	5.00%
86	98	10	5.70%	5.00%
99	111	11	5.60%	5.00%
112	124	12	5.60%	5.00%
125	138	13	5.60%	5.00%
139	152	14	5.50%	5.00%
153	167	15	5.50%	5.00%
168	181	16	5.40%	5.00%
182	196	17	5.40%	5.00%
197	210	18	5.40%	5.00%
211	225	19	5.40%	5.00%
226	240	20	5.30%	5.00%

241	255	21	5.30%	5.00%
256	270	22	5.30%	5.00%
271	286	23	5.30%	5.00%
287	301	24	5.30%	5.00%
302	317	25	5.30%	5.00%
318	332	26	5.20%	5.00%
333	348	27	5.20%	5.00%
349	364	28	5.20%	5.00%
365	380	29	5.20%	5.00%
381	395	30	5.20%	5.00%
396	411	31	5.20%	5.00%
412	427	32	5.20%	5.00%
428	444	33	5.20%	5.00%

10. LIMITATIONS

- 10.1 AMERITECH-ILLINOIS will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. Any dispute regarding whether a AMERITECH-ILLINOIS performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 10.2 AMERITECH-ILLINOIS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AMERITECH-ILLINOIS' control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with AMERITECH-ILLINOIS or law; (iii) environmental events beyond AMERITECH-ILLINOIS' control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by AMERITECH-ILLINOIS through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AMERITECH-ILLINOIS and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of AMERITECH-ILLINOIS' compliance with the Performance Criteria, or (ii) only suspends AMERITECH-ILLINOIS's ability to timely perform the activity, the applicable time frame in which AMERITECH-ILLINOIS's compliance with the Performance Criteria is

measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

- 11.1 AMERITECH-ILLINOIS will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 11.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 11.3 CLEC will have access to monthly reports through an interactive Website.
- 11.4 AMERITECH-ILLINOIS will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 11.6 AMERITECH-ILLINOIS will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Illinois	\$.51M

12. AUDITS

- 12.1 CLEC and AMERITECH-ILLINOIS will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then AMERITECH-ILLINOIS will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing AMERITECH-ILLINOIS 5 days advance written notice (including e-mail).

- 12.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, “Mini-Audits”). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 12.3 CLEC will bear the expense of the mini-audits, unless AMERITECH-ILLINOIS is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, AMERITECH-ILLINOIS will pay for the costs of the third party auditor. “Materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

- 13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

- 14.1 AMERITECH-ILLINOIS will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall

also be incorporated into this Agreement by reference. However, in accordance with section 6.2, above, the terms and conditions of this Attachment shall be superceded by subsequent orders of the state Commission that approves this Agreement under Section 252(e) of the Act, and any subsequent Commission-ordered modifications shall be incorporated into this Agreement automatically and shall replace the FCC Merger Conditions. AMERITECH-ILLINOIS performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AMERITECH-ILLINOIS will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS, means the applicable above listed ILEC doing business in Illinois.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill IntraLATA and InterLATA access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between AMERITECH-ILLINOIS and the Billing Company.

- 2.6 **“Data Transmission”** - the forwarding by AMERITECH-ILLINOIS of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or Access Usage Records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail Access Usage Records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AMERITECH-ILLINOIS’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 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an AMERITECH-ILLINOIS SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AMERITECH-ILLINOIS will record all IXC transported messages for TDS, including toll messages that originate with AMERITECH-ILLINOIS, carried over all Feature Group Switched Access Services that are available to AMERITECH-ILLINOIS provided recording equipment or operators.
- 3.2 AMERITECH-ILLINOIS will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AMERITECH-ILLINOIS.
- 3.3 AMERITECH-ILLINOIS will provide Access Usage Records that are generated by AMERITECH-ILLINOIS. Such records will include interLATA toll traffic that originates on AMERITECH-ILLINOIS's network. AMERITECH-ILLINOIS will also provide to CLEC all Access Usage Records that it receives

from secondary toll carriers for the intraLATA toll traffic that it receives from those carriers and transits to CLEC.

- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AMERITECH-ILLINOIS, during the billing period established by AMERITECH-ILLINOIS and selected by CLEC.
- 3.5 OBF Standard EMR record formats for the provision of billable message detail and access usage record detail will be used by AMERITECH-ILLINOIS and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AMERITECH-ILLINOIS will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. AMERITECH-ILLINOIS reserves the right to limit the frequency of transmission to existing AMERITECH-ILLINOIS processing and work schedules, holidays, etc. AMERITECH-ILLINOIS will give CLEC prompt notice of any such limitations prior to implementation.
- 3.9 AMERITECH-ILLINOIS will determine the number of data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided to and received by CLEC and lost or destroyed through no fault of AMERITECH-ILLINOIS will not be recovered and made available to CLEC except on an individual case basis at the cost incurred by AMERITECH-ILLINOIS.
- 3.11 When AMERITECH-ILLINOIS receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AMERITECH-ILLINOIS will forward those messages to CLEC.
- 3.12 AMERITECH-ILLINOIS will record the applicable detail necessary to generate Access Usage Records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 AMERITECH-ILLINOIS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by AMERITECH-ILLINOIS on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 The limitations of liability and indemnification shall be governed by the General Terms and Conditions of this Agreement, except that the more specific terms of this Appendix shall govern in case of any conflict.
- 5.2 When AMERITECH-ILLINOIS is notified that, due to error or omission, incomplete data has been provided to the CLEC, AMERITECH-ILLINOIS will make reasonable efforts to locate and/or recover the data and provide it to the CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to the CLEC. If written notification is not received within thirty (30) calendar days, AMERITECH-ILLINOIS shall have no further obligation to recover the data and shall have no further liability to the CLEC.
- 5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of AMERITECH-ILLINOIS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AMERITECH-ILLINOIS will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, AMERITECH-ILLINOIS' liability to the CLEC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 AMERITECH-ILLINOIS will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AMERITECH-ILLINOIS.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings

including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or Access Usage Records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AMERITECH ILLINOIS' 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:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

- ☐ Daily (Full Status RAO Companies will receive AURs daily.)
- ☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with Ameritech-Illinois' obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AMERITECH-ILLINOIS at the discount set forth in Appendix Pricing.
- 2.2 AMERITECH-ILLINOIS will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by AMERITECH-ILLINOIS to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services as defined in the appropriate tariff are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AMERITECH-ILLINOIS provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AMERITECH-ILLINOIS to AMERITECH-ILLINOIS' End Users through tariff(s), the rules and regulations associated with AMERITECH-ILLINOIS' retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AMERITECH-ILLINOIS to its End Users.
- 3.2 CLEC shall only sell Plexar , Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AMERITECH-ILLINOIS retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AMERITECH-ILLINOIS' corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AMERITECH-ILLINOIS offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by AMERITECH-ILLINOIS contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by AMERITECH-ILLINOIS retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with AMERITECH-ILLINOIS, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AMERITECH-ILLINOIS tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AMERITECH-ILLINOIS retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with AMERITECH-ILLINOIS, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with AMERITECH-ILLINOIS' retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 LifeLine and Link-UP Service:

3.4.3.1 LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from AMERITECH-ILLINOIS' existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End

User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no AMERITECH-ILLINOIS LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by AMERITECH-ILLINOIS.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 AMERITECH-ILLINOIS promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AMERITECH-ILLINOIS' corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AMERITECH-ILLINOIS federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 AMERITECH-ILLINOIS shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those

service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AMERITECH-ILLINOIS as the incumbent local exchange carrier.

- 3.11 When an AMERITECH-ILLINOIS End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AMERITECH-ILLINOIS' network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AMERITECH-ILLINOIS' network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, AMERITECH-ILLINOIS will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AMERITECH-ILLINOIS in writing that the

violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **AMERITECH-ILLINOIS**' services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.

3.14 Intentionally Omitted

3.15 This section applies only to **SBC-AMERITECH**:

3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.3 Intentionally Omitted.

3.15.2.4 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 **AMERITECH-ILLINOIS** will afford CLEC's End Users the ability to make E911 calls to the same extent as **AMERITECH-ILLINOIS** customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **AMERITECH-ILLINOIS**, CLEC shall, provide **AMERITECH-ILLINOIS** with accurate and complete information regarding CLEC's End User(s) in a format and time frame

prescribed by AMERITECH-ILLINOIS for purposes of E911 administration. If CLEC has previously provided the information to AMERITECH-ILLINOIS, AMERITECH-ILLINOIS shall access the information without requesting the information from CLEC a second time.

- 4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in Appendix E911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to AMERITECH-ILLINOIS' practices, as well as the rules and regulations applicable to the provision of White Pages directories, AMERITECH-ILLINOIS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. AMERITECH-ILLINOIS will include CLEC End Users when it sells or otherwise transfers listings to other parties..
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases AMERITECH-ILLINOIS from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to AMERITECH-ILLINOIS under this Appendix.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AMERITECH-ILLINOIS and AMERITECH-ILLINOIS' officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AMERITECH-ILLINOIS, and/or against AMERITECH-ILLINOIS alone. The parties agree to comply with the

indemnification procedures described in Sections 12.7 through 12.10 of the General Terms and Conditions for any indemnification claims arising out of this section.

- 4.5 If CLEC's End User already has a current AMERITECH-ILLINOIS local White Pages directory, AMERITECH-ILLINOIS shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to AMERITECH-ILLINOIS End Users, AMERITECH-ILLINOIS shall provide CLEC's End Users access to AMERITECH-ILLINOIS Directory Assistance services. CLEC shall pay AMERITECH-ILLINOIS the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 Intentionally Omitted
- 4.8 Intentionally Omitted
- 4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in AMERITECH-ILLINOIS White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC. Notwithstanding the foregoing, AMERITECH-ILLINOIS will comply with the Directory Listing & Ordering provisions provisions set forth as issue 62 in Joint Submission of the Amended Plan of Record for Operations Support Systems Order issued by the Commission on January 24, 2001 in Docket 00-0592.
- 4.10 Subject to any blocking that may be ordered by CLEC for its End Users', AMERITECH-ILLINOIS will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 AMERITECH-ILLINOIS shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay AMERITECH-ILLINOIS appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

- 4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AMERITECH-ILLINOIS’ services offered pursuant to the appropriate payphone section(s) of AMERITECH-ILLINOIS’ state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” CLEC may also choose to provide service to PSPs through resold business lines. In its Common Carrier Docket No. 96-128, the FCC ordered AMERITECH-ILLINOIS to compensate PSP customers of CLECs that resell AMERITECH-ILLINOIS’ services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”
- 4.12.2 The Parties desire that AMERITECH-ILLINOIS satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 AMERITECH-ILLINOIS will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AMERITECH-ILLINOIS will pay Payphone Compensation to CLEC only for:
- 4.12.3.1 IntraLATA subscriber 800 calls for which AMERITECH-ILLINOIS provides the 800 service to the subscriber and carries the call; and
- 4.12.3.2 IntraLATA calls placed using AMERITECH-ILLINOIS’ prepaid calling card platform and carried by AMERITECH-ILLINOIS.
- 4.12.4 AMERITECH-ILLINOIS will not pay any Payphone Compensation for non-sent paid calls.

- 4.12.5 AMERITECH-ILLINOIS will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AMERITECH-ILLINOIS deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 AMERITECH-ILLINOIS will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AMERITECH-ILLINOIS will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to AMERITECH-ILLINOIS on the bill.
- 4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates AMERITECH-ILLINOIS to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 CLEC represents and warrants that the only AMERITECH-ILLINOIS services that CLEC will make available to PSPs as Payphone Lines are the payphone services that AMERITECH-ILLINOIS offers pursuant to the appropriate payphone section(s) of AMERITECH-ILLINOIS' state specific tariff(s) applicable in each state covered by this Appendix.
- 4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AMERITECH-ILLINOIS pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AMERITECH-ILLINOIS.
- 4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AMERITECH-ILLINOIS and AMERITECH-ILLINOIS' officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any

demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

- 4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
- 4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
- 4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

- 4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
- 4.13.2 **AMERITECH-ILLINOIS** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **AMERITECH-ILLINOIS** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.
 - 4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
 - 4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. BRANDING

5.1 Except where otherwise required by law, CLEC shall not, without AMERITECH-ILLINOIS' 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 AMERITECH-ILLINOIS or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AMERITECH-ILLINOIS in the provision of Telecommunications Services to CLEC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, AMERITECH-ILLINOIS will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where AMERITECH-ILLINOIS provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since AMERITECH-ILLINOIS' DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC agrees and warrants that it will provide to AMERITECH-ILLINOIS a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 AMERITECH-ILLINOIS will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 CLEC will provide written specifications of its company name to be used by AMERITECH-ILLINOIS to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

6. OS/DA RATE/REFERENCE INFORMATION

- 6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.
- 6.2 CLEC will inform **AMERITECH-ILLINOIS**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **AMERITECH-ILLINOIS** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.
- 6.4 When an **AMERITECH-ILLINOIS** Operator receives a rate request from a CLEC End User, where technically feasible and available, **AMERITECH-ILLINOIS** will quote the applicable OS/DA rates as provided by the CLEC.
- 6.4.1 In the interim, when a Operator receives a rate request from a CLEC End User, **AMERITECH-ILLINOIS** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **AMERITECH-ILLINOIS** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AMERITECH-ILLINOIS

- 7.1 **AMERITECH-ILLINOIS** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **AMERITECH-ILLINOIS** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **AMERITECH-ILLINOIS**-provided interfaces, as outlined in Appendix OSS.
- 7.2 **AMERITECH-ILLINOIS** shall implement CLEC service orders within the same time intervals **AMERITECH-ILLINOIS** uses to implement service orders for similar services for its own End Users.

- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **AMERITECH-ILLINOIS** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **AMERITECH-ILLINOIS** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **AMERITECH-ILLINOIS**' network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.
- 7.4 **AMERITECH-ILLINOIS** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.5 **AMERITECH-ILLINOIS** shall make Telecommunications Services that **AMERITECH-ILLINOIS** 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. **AMERITECH-ILLINOIS** will notify CLEC of any changes in the terms and conditions under which **AMERITECH-ILLINOIS** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **AMERITECH-ILLINOIS** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the AMERITECH-ILLINOIS operations centers responsible for handling such requests. AMERITECH-ILLINOIS shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify AMERITECH-ILLINOIS against any Claim that insufficient information led to inadequate prosecution.

7.6.2 AMERITECH-ILLINOIS shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AMERITECH-ILLINOIS shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AMERITECH-ILLINOIS or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.

8.2.1 AMERITECH-ILLINOIS shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such

authorization it has obtained available to AMERITECH-ILLINOIS upon request and at no charge.

- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AMERITECH-ILLINOIS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, AMERITECH-ILLINOIS may reclaim the facilities.
- 8.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If either Party makes a request that the other Party undertake an investigation of an alleged incidence of slamming, and if such request is outside the scope of the investigation that the parties are required to conduct in compliance with any FCC or Commission regulation mentioned above, the party undertaking the investigation may charge the party that requested the investigation an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee." If CLEC is the investigating party, it will charge based on AMERITECH-ILLINOIS' rates as set forth above.
- 8.5 Should AMERITECH-ILLINOIS receive an order from CLEC for services under this Appendix, and AMERITECH-ILLINOIS is currently providing the same services to another local service provider for the same End User, CLEC agrees that AMERITECH-ILLINOIS may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AMERITECH-ILLINOIS.
- 8.5.1 If AMERITECH-ILLINOIS receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then AMERITECH-ILLINOIS shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to

the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AMERITECH-ILLINOIS.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AMERITECH-ILLINOIS will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number “WTN”), and terminal number of all End Users who have disconnected CLEC’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay AMERITECH-ILLINOIS for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” CLEC agrees that AMERITECH-ILLINOIS may change the per WTN charge, at AMERITECH-ILLINOIS’ sole discretion, so long as AMERITECH-ILLINOIS provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AMERITECH-ILLINOIS grants to CLEC a non-exclusive right to use the LDR information provided by AMERITECH-ILLINOIS. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC’s location and its End Users’ service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AMERITECH-ILLINOIS directly to End Users and billed by AMERITECH-ILLINOIS directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AMERITECH-ILLINOIS for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AMERITECH-ILLINOIS.

8.7 AMERITECH-ILLINOIS shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible

for payment of charges for any retail services furnished by AMERITECH-ILLINOIS directly to End Users and billed by AMERITECH-ILLINOIS directly to End Users.

- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with AMERITECH-ILLINOIS-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to AMERITECH-ILLINOIS a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact AMERITECH-ILLINOIS with regard to repair requests, AMERITECH-ILLINOIS shall inform such End Users to call CLEC and shall provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to AMERITECH-ILLINOIS every January and July using the AMERITECH-ILLINOIS network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX RECIPROCAL COMPENSATION

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**APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AMERITECH-ILLINOIS - As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC(s) doing business in Illinois.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 The Telecommunications traffic exchanged between CLEC and AMERITECH-ILLINOIS will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, and interLATA Toll Traffic. Local Calls are defined in Section 2.6.
- 2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in Appendix Pricing. Calls originated by end users of CLEC over UNE-P in areas served by ILECs owned by SBC, in Connecticut, Illinois, Michigan, Ohio, Indiana, and Wisconsin, are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 2.3 When CLEC establishes service in a new area, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (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' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be

considered complete no later than the date that live traffic first passes through the network.

- 2.4 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, subject to section 2.6 below, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.5 Intentionally Omitted.
- 2.6 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different AMERITECH-ILLINOIS Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area. The Parties disagree as to whether Internet Calls are subject to reciprocal compensation obligations under the Act. AMERITECH ILLINOIS does not believe that Internet Calls are subject to reciprocal compensation under the Act, and will not (and does not) voluntarily agree to paying reciprocal compensation for Internet Calls. CLEC believes that Internet Calls are subject to reciprocal compensation under the Act. However, in recognition of the Public Service Commission of Wisconsin's order in Docket 05-TI-283, both parties shall compensate each other for Internet Calls in accordance with the Public Service Commission of Wisconsin's order in Docket 05-TI-283, subject to a full reservation of rights and without waiving its right to challenge the results of those proceedings and those in other proceedings (including any appeals thereof) and its rights to seek a refund of any reciprocal compensation paid for Internet Calls. In addition, this Section shall be specifically subject to the Intervening Law provision of the General Terms and Conditions*, without limiting the general application of that provision. By entering into this Agreement, neither Party waives its right to advocate its views with respect to this issue, and in the referenced proceedings. The Parties agree that nothing in or related to this Agreement shall be construed as an admission

* Further, without limiting the general applicability of this Section, the Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Remand Order"). Because the ISP Compensation Remand Order was issued after this Agreement was submitted for arbitration to the Commission Arbitration Panel, the Parties agree that either Party may use ISP Compensation Remand Order as a basis to invoke the Intervening Law provision even though the Effective Date of this Agreement is after the order release date.

that Internet Calls are, or are not, local in nature, and that any payment to CLEC under this Agreement shall not be construed as agreement or acquiescence by AMERITECH ILLINOIS that Internet Calls constitute local traffic subject to reciprocal compensation obligations.

- 2.7 Calls delivered to numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation. Calls delivered to a receiving party within the common mandatory local calling area that are delivered to the local calling area through FX are subject to local reciprocal compensation.
- 2.8 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.
- 2.9 Reciprocal Compensation applies to traffic terminated at either parties' end office switch.
- 2.10 CLEC reserves the right to submit a cost study pursuant to 47 C.F.R 51.711(b) to establish asymmetrical rates for compensation for transport and termination of local traffic.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN) or if CPN is unavailable, then the Originating Local Routing Number (LRN) or the Jurisdiction Identification Parameter (JIP), or the Calling Party Identification (CPI), or some other method that identifies the original calling party's Local Exchange Carrier.
- 3.3 If one Party is passing CPN and/or LRN or JIP, but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.4 Where SS7 connections exist between AMERITECH-ILLINOIS and CLEC, if the percentage of calls passed with CPN and/or LRN or JIP is greater than ninety

percent (90%), all calls exchanged without CPN information and/or LRN or JIP will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN and/or LRN or JIP is less than ninety percent (90%), all calls passed without CPN and/or LRN or JIP will be billed as intraLATA switched access.

- 3.5 Transit traffic will be delivered pursuant to Section 4.3 of Appendix ITR. Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If traffic is delivered over other than transit trunk groups, and if the original and true CPN is not received from the originating third party, the Party performing the transiting function will pass on the same information it uses to bill the originating third party. The party performing the transiting function shall not be billed as the default originator.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in Appendix Pricing.
- 4.2 Tandem Office Switch Served Rate
- 4.2.1 Tandem Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination through the Tandem Office Switch. The rate elements are local end office, transit and tandem switching.
- 4.3 End Office Switch Served Rate
- 4.3.1 The End Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. INTENTIONALLY OMITTED

6. TRANSIT TRAFFIC COMPENSATION

- 6.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an AMERITECH-ILLINOIS network.

The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that AMERITECH-ILLINOIS shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

6.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

6.3 Intentionally Omitted.

6.4 Where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where AMERITECH-ILLINOIS is the PTC, AMERITECH-ILLINOIS shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, AMERITECH-ILLINOIS shall reimburse the terminating carrier at AMERITECH-ILLINOIS' applicable tariffed terminating switched access rates until the terminating carrier is able to document its costs for terminating switched access rates. Once the terminating carrier provides tariffed rates based upon its documented costs, AMERITECH-ILLINOIS shall reimburse terminating carrier at the CLEC's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTRALATA 800 TRAFFIC

9.1 Only queried intraLATA 800 traffic that is identified as non-IXC traffic may be delivered to AMERITECH-ILLINOIS over the Local intraLATA Trunks. If the queried 800 traffic is determined to be IXC traffic then the traffic must be delivered over the InterLATA Meet Point Trunks. If AMERITECH-ILLINOIS performs the 800 query function, the Traffic may be delivered to AMERITECH-

ILLINOIS over the InterLATA Meet Point Trunks. If the Local/intraLATA Trunks are used and Originating Carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the InterLATA meet point Trunks are used, AMERITECH-ILLINOIS will not record the intraLATA 800 Traffic.

- 9.2 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 billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 9.3 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

10. MEET-POINT-BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION

- 10.1 Intentionally Omitted.
- 10.2 Intercarrier compensation for Special Access Traffic shall be on a MPB basis as described below.
- 10.3 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 10.4 Billing to Interexchange Carriers (IXCs) 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 to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and AMERITECH-ILLINOIS is the Subsequent Billing Company.

- 10.5 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.
- 10.6 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Including IntraLATA toll carried by AMERITECH-ILLINOIS, 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 initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 10.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.
- 10.8 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.
- 10.9 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access, (including intraLATA and interLATA traffic carried by IXC or AMERITECH-ILLINOIS) detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC. AMERITECH-ILLINOIS acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, AMERITECH-ILLINOIS will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 10.10 AMERITECH-ILLINOIS and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

- 10.11 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 the previous twelve (12) consecutive months of prior usage data. If twelve (12) consecutive months of prior usage date is unavailable, the estimate will be based on the number of months for which data is available.

11. INTRALATA INTEREXCHANGE TRAFFIC COMPENSATION

- 11.1 For intrastate intraLATA. toll service traffic, 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. This compensation is limited to the level of compensation contained in an the ILEC's tariff in whose exchange area the End User is located until the party can document that its access tariffs are based on the costs it incurs for providing the respective access services in the exchange area where the End User is located. Once CLEC provides tariffed rates based upon its documented costs, AMERITECH-ILLINOIS shall reimburse CLEC at the CLEC's applicable tariffed terminating switched access rates
- 11.2 For interstate intraLATA toll service traffic, 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 Interstate Access Service Tariff. This compensation is limited to the level of compensation contained in an the ILEC's tariff in whose exchange area the End User is located until the party can document that its access tariffs are based on the costs it incurs for providing the respective access services in the exchange area where the End User is located.

12. Intentionally Omitted.

13. BILLING FOR MUTUAL COMPENSATION

- 13.1 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will continue to round by rate center.

14. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILECs doing business in Illinois.

2. SERVICE DESCRIPTION

- 2.1 CLEC may utilize other SS7 service providers upon prior notice to AMERITECH-ILLINOIS. AMERITECH-ILLINOIS will cooperate with CLEC to transition the service to another provider on an agreed upon schedule. After such transition this appendix shall not apply to such services.
- 2.2 SS7 Transport
- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the AMERITECH-ILLINOIS below outlines the requirements by for interLATA signaling.

- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an AMERITECH-ILLINOIS pair of STPs (i.e., a mated pair) to another AMERITECH-ILLINOIS pair of STPs. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the AMERITECH-ILLINOIS STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.
- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of Ameritech-Illinois' STP.

2.3 Dedicated Signaling Links

- 2.3.1 Dedicated Signaling Links provide interconnection to Ameritech-Illinois' signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the AMERITECH-ILLINOIS STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are collocated in a AMERITECH-ILLINOIS wire center. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AMERITECH-ILLINOIS STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

- 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the AMERITECH-ILLINOIS STP building and connects the STP Port Termination to the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a AMERITECH-ILLINOIS STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a AMERITECH-ILLINOIS STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

- 2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the AMERITECH-ILLINOIS STP location or the CLEC SPOI. The signaling link may be provided using existing arrangements for providing SS7 between the parties. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.6 CLEC shall identify to AMERITECH-ILLINOIS the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location AMERITECH-ILLINOIS shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.
- 2.7 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.
- 2.8 Dedicated Signaling Links are subject to AMERITECH-ILLINOIS compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and AMERITECH-ILLINOIS Technical Publication, TP76638. Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. Each individual set of links from CLEC switch to AMERITECH-ILLINOIS STP will require a pre ordering meeting to exchange information and schedule testing for certification by AMERITECH-ILLINOIS.

2.9 Dedicated Signaling Links Technical Requirements

- 2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:
- 2.9.1.1 as an “A-link”, which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
 - 2.9.1.2 as a “B-link” or “D-link,” which is an interconnection between STPs in different signaling networks.
- 2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an AMERITECH-ILLINOIS dedicated transport facility, previously referred to as the “Access Connection”. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
- 2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AMERITECH-ILLINOIS SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AMERITECH-ILLINOIS will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When CLEC requests that AMERITECH-ILLINOIS add a Signaling Point Code (SPC), CLEC will identify to AMERITECH-ILLINOIS the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, “Point Code Addition”.
- 2.9.6 CLEC will notify AMERITECH-ILLINOIS in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Intentionally Omitted

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a AMERITECH-ILLINOIS designated STP pair to a to a AMERITECH-ILLINOIS STP pair located in a different LATA. In the AMERITECH-ILLINOIS the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

2.10.4 In such instance as CLEC utilizes Ameritech-Illinois' Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the AMERITECH-ILLINOIS SS7 signaling on a per call basis

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the AMERITECH-ILLINOIS SS7 network: AMERITECH-ILLINOIS Local Switching or Tandem Switching; AMERITECH-ILLINOIS Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AMERITECH-ILLINOIS STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the AMERITECH-ILLINOIS SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests AMERITECH-ILLINOIS add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 AMERITECH-ILLINOIS will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AMERITECH-ILLINOIS will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AMERITECH-ILLINOIS STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AMERITECH-ILLINOIS STPs. AMERITECH-ILLINOIS shall provide information to CLEC on the routes and signaling point codes served by the AMERITECH-ILLINOIS STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries pursuant to the SS7 Protocol to the AMERITECH-ILLINOIS "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a AMERITECH-ILLINOIS "regional" STP pair to another AMERITECH-ILLINOIS STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AMERITECH-ILLINOIS has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When AMERITECH-ILLINOIS does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other AMERITECH-ILLINOIS pairs of STPs, until ordered. When AMERITECH-ILLINOIS or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the AMERITECH-ILLINOIS signaling network pursuant to the standard requirements of the SS7 protocol.

- 3.3 Disputes concerning the association of a signaling point among specific link sets associated with a AMERITECH-ILLINOIS mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.
- 3.4 Dedicated Signaling Links
- 3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to AMERITECH-ILLINOIS to allow AMERITECH-ILLINOIS to translate AMERITECH-ILLINOIS STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from AMERITECH-ILLINOIS mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to Ameritech-Illinois' mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the AMERITECH-ILLINOIS facility availability and the degree of diversity in both the AMERITECH-ILLINOIS physical network and the CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires a STP Access Link, CLEC and AMERITECH-ILLINOIS shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of Ameritech-Illinois' interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AMERITECH-ILLINOIS makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AMERITECH-ILLINOIS signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with AMERITECH-ILLINOIS AM-TR-OAT-000069 and GR-905-CORE, as amended.

3.5 Use of the STP

3.5.1 When CLEC orders AMERITECH-ILLINOIS unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The AMERITECH-ILLINOIS Local Switch will use the AMERITECH-ILLINOIS SS7 signaling network.

4. RESPONSIBILITIES OF AMERITECH-ILLINOIS

4.1 AMERITECH-ILLINOIS shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of AMERITECH-ILLINOIS or CLEC facilities, natural disasters, mass calling or national security demands. Protective controls will be applied in a non-discriminatory manner so as not to favor AMERITECH-ILLINOIS or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.

4.2 AMERITECH-ILLINOIS shall determine the GTT route for messages routed to GTT, which are associated with AMERITECH-ILLINOIS signaling points.

4.3 AMERITECH-ILLINOIS shall define regional functions and local functions of its STPs. AMERITECH-ILLINOIS will route ISUP messages within the AMERITECH-ILLINOIS signaling network. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved. In determining technical infeasibility including but not limited to capacity limitations, AMERITECH-ILLINOIS will act in a non-discriminatory manner so as not to favor AMERITECH-ILLINOIS or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other.

- 4.4 AMERITECH-ILLINOIS shall route messages generated by the action of CLEC throughout the AMERITECH-ILLINOIS signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. AMERITECH-ILLINOIS will not use any information within messages for any purpose not required by or related to the use of the AMERITECH-ILLINOIS signaling network. AMERITECH-ILLINOIS will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the AMERITECH-ILLINOIS signaling network or as may be required by law.
- 4.5 AMERITECH-ILLINOIS shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the CLEC signaling network.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to AMERITECH-ILLINOIS' STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to AMERITECH-ILLINOIS the SPC(s) associated with the CLEC set of links.
- 5.2 CLEC shall identify to AMERITECH-ILLINOIS the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an AMERITECH-ILLINOIS Subsystem Number (SSN), CLEC shall use the AMERITECH-ILLINOIS defined SSN designation of the AMERITECH-ILLINOIS mated STP pair to which the message is routed.
- 5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the AMERITECH-ILLINOIS signaling network.
- 5.5 CLEC shall furnish to AMERITECH-ILLINOIS, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. AMERITECH-ILLINOIS shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CLEC shall inform AMERITECH-ILLINOIS in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to

Ameritech-Illinois' network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to AMERITECH-ILLINOIS via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS AMERITECH-ILLINOIS

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an AMERITECH-ILLINOIS end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.
- 7.3 Signal Formulation
- 7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the AMERITECH-ILLINOIS tandem for CLEC to AMERITECH-ILLINOIS terminated calls.
- 7.4 Signal Transport
- 7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the AMERITECH-ILLINOIS end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the AMERITECH-ILLINOIS end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an AMERITECH-ILLINOIS STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. Intentionally Omitted

9. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS is an ILEC doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 AMERITECH-ILLINOIS shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along AMERITECH-ILLINOIS' distribution network that are owned or controlled by AMERITECH-ILLINOIS (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of AMERITECH-ILLINOIS in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) AMERITECH-ILLINOIS' owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment

enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

2.1.2 The availability of SBC-AMERITECH Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 15, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which SBC-AMERITECH owns and controls Structure or interests therein. To the extent Ameritech has contracts with third parties or government agencies that would actually bar or impede CLEC's access to structures, then Ameritech must take reasonable efforts to remove those restrictions or impediments.

2.2 AMERITECH-ILLINOIS will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, AMERITECH-ILLINOIS will, in good faith explore potential accommodations with CLEC. If AMERITECH-ILLINOIS denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, AMERITECH-ILLINOIS will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the AMERITECH-ILLINOIS Structure it uses. CLEC shall

indemnify AMERITECH-ILLINOIS against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

- 2.4.1 Where necessary to accommodate a request for access of CLEC, and provided AMERITECH-ILLINOIS has not denied access as described in Section 2, or because AMERITECH-ILLINOIS will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, AMERITECH-ILLINOIS may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through AMERITECH-ILLINOIS-approved contractors in circumstances where AMERITECH-ILLINOIS is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")
- 2.5 Before commencing the work necessary to provide such additional capacity, AMERITECH-ILLINOIS will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, AMERITECH-ILLINOIS shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including AMERITECH-ILLINOIS, that desire to modify their Attachments.
- 2.6 If CLEC request access to an AMERITECH-ILLINOIS Right-of-way where AMERITECH-ILLINOIS has no existing Structure, AMERITECH-ILLINOIS shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AMERITECH-ILLINOIS desires to extend its own Attachments, AMERITECH-ILLINOIS will construct Structure to accommodate CLEC's Attachments.
- 2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of AMERITECH-ILLINOIS, shall be borne by the party requesting such

modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including AMERITECH-ILLINOIS, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including AMERITECH-ILLINOIS, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including AMERITECH-ILLINOIS, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including AMERITECH-ILLINOIS, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

- 2.8 All modifications to Ameritech-Illinois' Structure will be owned by AMERITECH-ILLINOIS. CLEC and other parties, including AMERITECH-ILLINOIS, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by AMERITECH-ILLINOIS or by other attaching parties. Work performed by CLEC on, in or about Ameritech-Illinois' Structures shall be performed by properly trained, competent workmen skilled in the trade. AMERITECH-ILLINOIS will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by AMERITECH-ILLINOIS for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide AMERITECH-ILLINOIS with notice before

entering or climbing any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Telcordia Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. **IMPLEMENTATION TEAM**

4.1 The Implementation Team shall develop cooperative procedures for implementing the terms of this Appendix and to set out such procedures in the Implementation Plan. In the event of disputes that cannot be resolved by members of the Implementation Team, either party may invoke the dispute resolution procedures in the Terms and Conditions.

5. **ACCESS REQUESTS**

5.1 Any request by CLEC for access to AMERITECH-ILLINOIS' Structure shall be in writing and submitted to AMERITECH-ILLINOIS' Structure Access Center. AMERITECH-ILLINOIS may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to AMERITECH-ILLINOIS' Structure shall be pursuant to a permit issued by AMERITECH-ILLINOIS for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AMERITECH-ILLINOIS' Structure, administration of the process of delivery of access to AMERITECH-ILLINOIS' Structure and for all other matters relating to access to AMERITECH-ILLINOIS' Structure. In the event of disputes that cannot be resolved with the Structure Access Coordinator, either party may invoke the dispute resolution procedures in the Terms and Conditions. CLEC shall provide AMERITECH-ILLINOIS with notice before entering any AMERITECH-ILLINOIS Structure.

6. **UNUSED SPACE**

6.1 Except for maintenance ducts as provided in Section 7 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by AMERITECH-ILLINOIS shall be available for the Attachments of CLEC, AMERITECH-ILLINOIS or

other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on AMERITECH-ILLINOIS Structure for its future needs. AMERITECH-ILLINOIS shall not reserve space on AMERITECH-ILLINOIS Structure for the future need of AMERITECH-ILLINOIS nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide AMERITECH-ILLINOIS with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7. MAINTENANCE DUCTS

- 7.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

8. APPLICABILITY

- 8.1 The provisions of this Appendix shall apply to all AMERITECH-ILLINOIS Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

- 9.1 CLEC's use of AMERITECH-ILLINOIS Structure is subject to any valid, lawful and nondiscriminatory arrangements AMERITECH-ILLINOIS may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

- 9.2.1 If AMERITECH-ILLINOIS is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by AMERITECH-ILLINOIS or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment with the foregoing period, CLEC authorizes AMERITECH-ILLINOIS to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

- 10.1 AMERITECH-ILLINOIS will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure within the time frame agreed upon by the Implementation Team; provided that AMERITECH-ILLINOIS may redact any Proprietary Information (of AMERITECH-ILLINOIS or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. AMERITECH-ILLINOIS does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

- 11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by AMERITECH-ILLINOIS for each requested Attachment. Any such permit shall terminate:
- 11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 11.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date AMERITECH-ILLINOIS has notified CLEC that such Structure is available for CLEC's Attachments, provided that CLEC may request from AMERITECH-ILLINOIS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be made. If no other party requires the space requested by CLEC at the time of the extension, AMERITECH-ILLINOIS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.
- 11.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days, provided that CLEC may request from AMERITECH-ILLINOIS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be put back into service. If no other party requires the space requested by CLEC at the time of the extension, AMERITECH-ILLINOIS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

- 11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from AMERITECH-ILLINOIS.
- 11.2 If AMERITECH-ILLINOIS ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, AMERITECH-ILLINOIS shall:
- 11.2.1 Provide CLEC notice within ten (10) Business Days after AMERITECH-ILLINOIS has knowledge of such fact and
- 11.3 AMERITECH-ILLINOIS will provide CLEC with at least sixty (60) days written notice prior to:
- 11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,
- 11.3.2 Any increase in the rates for Attachments to AMERITECH-ILLINOIS' Structure permitted by the terms of this Appendix, or
- 11.3.3 Any modification to AMERITECH-ILLINOIS' Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, AMERITECH-ILLINOIS shall remove CLEC's Attachments at CLEC's expense.
- 11.5 If AMERITECH-ILLINOIS discovers that CLEC has placed an Attachment on AMERITECH-ILLINOIS' Structure without a valid permit, AMERITECH-ILLINOIS shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to AMERITECH-ILLINOIS within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.
- 11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

- 11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 11.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, AMERITECH-ILLINOIS shall have the right to remove such unauthorized Attachment from AMERITECH-ILLINOIS' Structure at CLEC's expense.

12. INSPECTIONS

- 12.1 AMERITECH-ILLINOIS may make periodic inspections of any part of the Attachments of CLEC located on AMERITECH-ILLINOIS Structure. Except in cases involving safety, damage to Attachments or potential violations of the terms of this agreement, compliance inspections shall not be made more often than once every five years. Where reasonably practicable to do so, AMERITECH-ILLINOIS shall provide prior written notice to CLEC of such inspections.
- 12.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, AMERITECH-ILLINOIS may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

13. DAMAGE TO ATTACHMENTS

- 13.1 Both CLEC and AMERITECH-ILLINOIS will exercise precautions to avoid damaging the Attachments of the other or to any AMERITECH-ILLINOIS Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

14. CHARGES

- 14.1 AMERITECH-ILLINOIS' charges for Structure provided hereunder shall be determined in compliance with the regulations issued in the Report and Order *In the Matter of Amendment of Rules and Policies Governing Pole Attachments* CS Docket No. 97-98, Adopted, March 29, 2000 Released, April 3, 2000.. After February 8, 2001, charges will be determined in compliance with the methodology in the Report and Order *In the Matter of Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-151 Amendment of

the Commission's Rules and Policies Governing Pole Attachments Adopted: February 6, 1998 Released: February 6, 1998. AMERITECH-ILLINOIS reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AMERITECH-ILLINOIS reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work. If AMERITECH-ILLINOIS considers an Attachment to be an Extraordinary Attachment, AMERITECH-ILLINOIS will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLECs access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the attachment.

15. NONDISCRIMINATION

- 15.1 Except as otherwise permitted by Applicable Law, access to AMERITECH-ILLINOIS-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which AMERITECH-ILLINOIS provides its Structure to itself, its Affiliates, Customers, or any other person.

16. INTERCONNECTION

- 16.1 Upon request by CLEC, AMERITECH-ILLINOIS will permit the interconnection of ducts or conduits owned by CLEC in AMERITECH-ILLINOIS manholes. However, such interconnection in AMERITECH-ILLINOIS manholes will not be permitted where modification of Ameritech-Illinois' Structure to accommodate CLEC's request for interconnection is possible.
- 16.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on AMERITECH-ILLINOIS Structure with the Attachments of other attaching parties in or on AMERITECH-ILLINOIS Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. AMERITECH-ILLINOIS will provide a written response to CLEC's request within forty-five (45) calendar days of AMERITECH-ILLINOIS' receipt of such request.

16.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.

17. COST IMPUTATION

17.1 AMERITECH-ILLINOIS will impute costs consistent with the rules under Section 224 (g) of the Act.

18. STRUCTURE ACCESS CENTER

18.1 Request for access to AMERITECH-ILLINOIS Structure shall be made through AMERITECH-ILLINOIS' Structure Access Center, which shall be CLEC's single point of contact for all matters relating to CLEC's access to AMERITECH-ILLINOIS' Structure. The Structure Access Center shall be responsible for processing requests for access to AMERITECH-ILLINOIS' Structure, administration of the process of delivery of access to AMERITECH-ILLINOIS' Structure and for all other matters relating to access to AMERITECH-ILLINOIS' Structure.

19. STATE REGULATION

19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which AMERITECH-ILLINOIS owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

20.1 AMERITECH-ILLINOIS shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, AMERITECH-ILLINOIS shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

21. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this

Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX UNE

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APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple AMERITECH-ILLINOIS UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from AMERITECH-ILLINOIS. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with AMERITECH-ILLINOIS' network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.4 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.5 Except in the case of amendment pursuant to the terms of this agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

- 2.1 AMERITECH-ILLINOIS and CLEC may agree to connect CLEC's facilities with AMERITECH-ILLINOIS' network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

- 2.2 AMERITECH-ILLINOIS will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);
 - 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
 - 2.2.5 With technical information regarding AMERITECH-ILLINOIS' network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
 - 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
 - 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
 - 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which AMERITECH-ILLINOIS provides such elements to itself (47 CFR Section 51.313(b)).
 - 2.2.9 Only to the extent it has been determined by the FCC or Commission that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)). In the event that the FCC or Commission changes the list of required unbundled network elements, the parties shall comply with Section 4.0 of the General Terms and Conditions to make the necessary revisions to this Appendix.

- 2.3 As provided for herein, AMERITECH-ILLINOIS will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, AMERITECH-ILLINOIS will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 AMERITECH-ILLINOIS will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what AMERITECH-ILLINOIS provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)). If AMERITECH-ILLINOIS contends that it is not technically feasible, AMERITECH-ILLINOIS must make the showing to the Commission required by 47 CFR § 51.311(b).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AMERITECH-ILLINOIS.
- 2.8 AMERITECH-ILLINOIS will not connect to or combine UNE's with any non-251 (c)(3) or other AMERITECH-ILLINOIS service offerings.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way SBC-13STATE provides services to its own end users, affiliates, or other carriers. SBC-13STATE will provide access to UNEs where technically feasible. Where facilities require modifications they will be handled under the facilities modification process in Accessible Letter CLEC AM00-153, and the stipulated modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the Public Service Commission of Wisconsin on December 15, 2000 in Docket 6720-TI-160, or the properly implemented successor thereto. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the SBC-13STATE exchange areas. A facility is considered available if the facility requested is located in an area presently (i.e., at the time at which a facility is requested) served by Ameritech Illinois," as found in Docket No. 99-0593, "Special Construction Order.

- 2.9.2 Subject to the terms herein, AMERITECH-ILLINOIS is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AMERITECH-ILLINOIS is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit AMERITECH-ILLINOIS to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.
- 2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and AMERITECH-ILLINOIS the parties agree to the following:
- 2.9.5.1 The party that first becomes aware of the interference will provide notice to the other party as soon as possible.
- 2.9.5.2 The parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either party's products and services. However, CLEC acknowledges that multiple carriers connect to Ameritech-Illinois' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.
- 2.9.5.3 If the parties are unable to agree upon a solution, either party may invoke the dispute resolution provisions of the Agreement, provided that a party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

2.9.6 When a AMERITECH-ILLINOIS provided tariffed or resold service is replaced by CLEC's facility based service using any AMERITECH-ILLINOIS provided UNE(s), CLEC shall issue an appropriate service requests, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This requests will be processed by AMERITECH-ILLINOIS, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AMERITECH-ILLINOIS provided UNEs is converted to a different CLEC's service which also uses any AMERITECH-ILLINOIS provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This requests will be processed by AMERITECH-ILLINOIS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the AMERITECH-ILLINOIS Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with AMERITECH-ILLINOIS Technical Publications or other written descriptions, if any, as changed from time to time by AMERITECH-ILLINOIS at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as AMERITECH-ILLINOIS provides for itself, any affiliate or any other telecommunications carrier.

2.10.2 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 which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 AMERITECH-ILLINOIS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion

date, consistent with the suspension AMERITECH-ILLINOIS places on itself for orders from its customers. AMERITECH-ILLINOIS will provide CLEC with at least the notice required under 2.10.2.

- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AMERITECH-ILLINOIS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.11 CLEC may order from AMERITECH-ILLINOIS multiple individual Unbundled Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.
- 2.12 AMERITECH-ILLINOIS shall provide a Single Point of Contact ("SPOC") for purposes of problem resolution or escalation at each AMERITECH-ILLINOIS ordering and provisioning center including but not limited to: 1) the Local Service Center "LSC"; and 2) the Local Operations Center "LOC. Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. AMERITECH-ILLINOIS shall provide an up to date escalation list via account management or on AMERITECH-ILLINOIS' CLEC Online website to be used when the SPOC is not responsive or unable to resolve the issue. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.
- 2.13 AMERITECH-ILLINOIS will provide CLEC with a Firm Order Confirmation (FOC) for each order in accordance with the intervals set out in the performance measures, Appendix PM. If AMERITECH-ILLINOIS encounters a circumstance where it is aware that it cannot meet the above requirements, AMERITECH-ILLINOIS must provide notice to CLEC, including the expected FOC interval and the expected time until normal intervals will be restored. AMERITECH-ILLINOIS must update this information as the situation changes. The FOC must contain an enumeration of CLEC'S ordered Unbundled Network Elements features, options, physical Interconnection, quantity, and AMERITECH-ILLINOIS' commitment date for order completion ("Committed Due Date"), which Committed Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at

such time. If FOCs are delayed, CLEC will utilize the SPOC described in 2.12 for information and resolution. If CLEC escalates one or more late FOCs, AMERITECH-ILLINOIS' SPOC will resolve and provide FOCs for the orders within 12 hours.

- 2.14 AMERITECH-ILLINOIS will provide CLEC electronically, via OSS, with a completed order confirmation per order in accordance with the intervals set out in the performance measures, Appendix PM.
- 2.15 As soon as identified but no later than 24 hours after submission, AMERITECH-ILLINOIS shall provide notification electronically of CLEC orders that have been submitted incompletely or incorrectly and therefore cannot be processed. The notification shall list all corrections or changes that need to be made to make the order ready for processing.
- 2.16 Intentionally left blank.
- 2.17 AMERITECH -LLINOIS shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by AMERITECH -LLINOIS on any element or feature contained in any order for a Unbundled Network Element.
- 2.18 Testing will be as follows:
 - 2.18.1 AMERITECH -LLINOIS will conduct a dial tone/ANI test on the day of cut, as a matter of course. In addition, for those CLECs who desire, Ameritech will also conduct a dial tone/ANI test on DD-2. AMERITECH -ILLINOIS recommends further collaboration to define the new routine process.
 - 2.18.2 AMERITECH-ILLINOIS will not charge CLECs for dial tone/ANI testing if done on a routine basis on DD-2 and /or on the date of cut. In addition, Ameritech-Illinois will provide a dial tone/ANI test on a separate date as requested by the CLEC, subject to applicable charges.
 - 2.18.3 AMERITECH-ILLINOIS will engage in further collaboration to address the timing of notice if a dial tone/ANI test fails on DD-2 due to a CLEC trouble. Subject to the outcome of the collaborative, AMERITECH-ILLINOIS will provide to the CLECs notice of a failed dial tone/ANI test conducted on DD-2 no later than 4 business hours after such test or by 10 am on DD-1, whichever occurs first. In addition, AMERITECH-ILLINOIS will discuss potential procedures in the event a failure is found during such dial tone/ANI test performed on DD-2. However, in any event

if a dial tone/ANI test is conducted on DD-2 AMERITECH-ILLINOIS will perform another dial tone/ANI test as a matter of course on the date of cutover.

- 2.18.4 AMERITECH-ILLINOIS will provide CLECs with status updates every two hours until the order is completed for all hot cuts that fail at the time of the originally scheduled cutover. In the case where trouble is reported after order completion, status will be available via Electronic Bonded Trouble Administration (EBTA) on a real-time basis.
- 2.18.5 AMERITECH-ILLINOIS will implement “flags” for desired frame due times for Coordinated Hot Cuts (CHC) consistent with industry guidelines, if and when such flags are included in such guidelines upon a request from a CLEC and consistent with its then current Change Management Policy (CMP).
- 2.18.6 AMERITECH-ILLINOIS will test and implement a “non-coordinated” frame due time hot cut process. AMERITECH-ILLINOIS will continue to collaborate to define methods and procedures necessary for such process. Such discussions will begin in early December and will be concluded within 30-60 days. At the conclusion of such discussions such parties will file a joint report advising the Commission of all resolved and unresolved issues.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which AMERITECH-ILLINOIS agrees to provide CLEC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AMERITECH-ILLINOIS makes these methods available. These methods provide CLEC access to multiple AMERITECH-ILLINOIS UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested AMERITECH-ILLINOIS Central Office.

3.1.1.1 (Method 1)

AMERITECH-ILLINOIS will extend AMERITECH-ILLINOIS UNEs requiring cross connection to the CLEC's

Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AMERITECH-ILLINOIS will extend AMERITECH-ILLINOIS UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AMERITECH-ILLINOIS will extend AMERITECH-ILLINOIS UNEs to the CLEC's UNE frame that is located outside the AMERITECH-ILLINOIS Central Office where the UNEs are to be combined in a closure such as a cabinet provided by AMERITECH-ILLINOIS on AMERITECH-ILLINOIS property.

3.2 The following terms and conditions apply to all methods when AMERITECH-ILLINOIS provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, AMERITECH-ILLINOIS 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 UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs 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 AMERITECH-ILLINOIS Central Office space and equipment.
- 3.2.3 The CLEC may cancel the request at any time, but will pay AMERITECH-ILLINOIS' reasonable and demonstrable costs for modifying AMERITECH-ILLINOIS' Central Office up to the date of cancellation.

- 3.2.4 CLECs may elect to access AMERITECH-ILLINOIS' UNEs through Physical Collocation arrangements.
- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the AMERITECH-ILLINOIS UNE to AMERITECH-ILLINOIS.
- 3.2.7 Prior to AMERITECH-ILLINOIS providing access to UNEs under this Appendix, CLEC and AMERITECH-ILLINOIS shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to AMERITECH-ILLINOIS' network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel OBSERVING AMERITECH-ILLINOIS' site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If AMERITECH-ILLINOIS for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on AMERITECH-ILLINOIS' premises, CLEC shall immediately comply with such request. Such person shall leave AMERITECH-ILLINOIS' premises promptly, and CLEC shall not furnish such person again to perform work on AMERITECH-ILLINOIS' premises without AMERITECH-ILLINOIS' consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to AMERITECH-ILLINOIS premises and/or facilities. AMERITECH-ILLINOIS identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to AMERITECH-ILLINOIS premises will be granted only to CLEC employees with such identification.

- 3.2.12 CLEC shall designate each network element being ordered from AMERITECH-ILLINOIS. CLEC shall provide an interface to receive assignment information from AMERITECH-ILLINOIS regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 AMERITECH-ILLINOIS will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AMERITECH-ILLINOIS shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in AMERITECH-ILLINOIS equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to AMERITECH-ILLINOIS UNEs will be made on an individual case basis (ICB).
- 3.2.15.2 AMERITECH-ILLINOIS will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, AMERITECH-ILLINOIS will ensure that the first CLEC obtaining Access to UNEs in a AMERITECH-ILLINOIS premises will not be responsible for the entire cost of site preparation and security.
- 3.2.15.3 AMERITECH-ILLINOIS will contract for and perform the construction and preparation activities using same or consistent practices that are used by AMERITECH-ILLINOIS for other construction and preparation work performed in the building.

4. INTENTIONALLY OMITTED

5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the AMERITECH-ILLINOIS Territory.

5.2 **ITEM I**
Bona Fide Request Process

- 5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request AMERITECH-ILLINOIS to provide CLEC access to new, undefined UNE, (a “Request”), that is required to be provided by AMERITECH-ILLINOIS under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request. The BFR process will not be used for currently defined UNEs so long as CLEC does not request shorter provisioning intervals. Currently defined UNEs where CLEC does not request shorter provisioning intervals will be handled by the Facilities Modifications process in Accessible Letter CLEC AM00-153, and the modifications thereto as reflected in issues A/F of the Interlocutory Order issued by the PSCW on December 15, 2000 in Docket 6720-TI-160 or the properly implemented successor thereto.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the TCNet.ameritech.com, if one of the Parties is AMERITECH-ILLINOIS. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 CLEC is responsible for all costs incurred by AMERITECH-ILLINOIS to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AMERITECH-ILLINOIS for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AMERITECH-ILLINOIS preliminary evaluation costs, in which case AMERITECH-ILLINOIS, may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AMERITECH-ILLINOIS to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and AMERITECH-ILLINOIS is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AMERITECH-ILLINOIS will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AMERITECH-ILLINOIS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AMERITECH-ILLINOIS received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 AMERITECH-ILLINOIS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AMERITECH-ILLINOIS will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AMERITECH-ILLINOIS has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AMERITECH-ILLINOIS will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that AMERITECH-ILLINOIS will offer the Request to CLEC or (ii) advise CLEC that AMERITECH-ILLINOIS will not offer the Request. If AMERITECH-ILLINOIS indicates it will not offer the Request, AMERITECH-ILLINOIS will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by AMERITECH-ILLINOIS under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that AMERITECH-ILLINOIS will offer the Request, CLEC may, at its discretion, provide written

authorization for AMERITECH-ILLINOIS to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by AMERITECH-ILLINOIS within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AMERITECH-ILLINOIS all demonstrable costs as set forth above. Any request by CLEC for AMERITECH-ILLINOIS to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AMERITECH-ILLINOIS shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AMERITECH-ILLINOIS for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 16 of the GTC. If AMERITECH-ILLINOIS does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AMERITECH-ILLINOIS for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 16 of the GTC.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) is the unbundled network element that connects AMERITECH-ILLINOIS’ loop distribution plant facilities to the End User’s premises wiring, and includes all features, functions, and capabilities of the

facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to AMERITECH-ILLINOIS' distribution plant. CLEC access to the NID is offered as specified below (AMERITECH-ILLINOIS)

- 6.2 AMERITECH-ILLINOIS will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through AMERITECH-ILLINOIS' NID. The CLEC must establish the connection to AMERITECH-ILLINOIS' NID through an adjoining NID.
- 6.3 CLEC may connect to the customer's inside wire at the AMERITECH-ILLINOIS NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AMERITECH-ILLINOIS based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. AMERITECH-ILLINOIS, at the request of CLEC, will disconnect the AMERITECH-ILLINOIS local loop from the NID, at charges reflected in the state specific Appendix Pricing. In addition, Ameritech has adopted the following policy:
- 6.3.1 AMERITECH-ILLINOIS will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. AMERITECH-ILLINOIS will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and AMERITECH-ILLINOIS will reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. AMERITECH-ILLINOIS will move a working internal NID to an external location at Ameritech-Illinois' existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work. AMERITECH-ILLINOIS will waive such charges for CLEC-requested NID moves for a period of six months from the date of the Order in this proceeding.
- 6.3.2 CLEC may request an audit of AMERITECH-ILLINOIS' records to determine if protectors were not moved during previous technician visits. Such an audit by a CLEC may not be requested more frequently than every six months. A CLEC which requests such an audit will provide a list of orders where the CLEC required Ameritech to move a protector and

Ameritech will audit its records to determine, if in any of those cases, a technician made a premises visit after December 15, 2000.

- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via AMERITECH-ILLINOIS' NID where necessary.
- 6.5 The AMERITECH-ILLINOIS NIDs that CLEC uses under this Appendix will be existing NIDs installed by AMERITECH-ILLINOIS to serve its customers.
- 6.6 Upon request, AMERITECH-ILLINOIS will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.
- 6.7 CLEC shall not attach to or disconnect AMERITECH-ILLINOIS' ground. CLEC shall not cut or disconnect AMERITECH-ILLINOIS' loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a AMERITECH-ILLINOIS Central Office and the loop demarcation point at an End User premises, including any inside wire owned by AMERITECH-ILLINOIS. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below (AMERITECH-ILLINOIS). The loop network element includes all features, functions and capabilities of the transmission facilities, including dark fiber, and attached electronics [except for those used to provision advanced services, such as DSLAMs] owned by AMERITECH-ILLINOIS, between AMERITECH-ILLINOIS' central office and the loop demarcation point at the customer premise. AMERITECH-ILLINOIS shall, upon request, condition loops to attain full functionality and capabilities.
 - 7.1.1 AMERITECH-ILLINOIS agrees to comply with the "Hot Cut" process described as Issues 46 & 47 in the Order in the Joint Submission of Amended Plan of Record for Operations Support Systems issued by the Commission on January 24th, 2001 in docket 00-0592.
- 7.2 AMERITECH-ILLINOIS will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on the following:
 - 7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire 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.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **AMERITECH-ILLINOIS** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **AMERITECH-ILLINOIS** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire 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 analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps 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.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps 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.

7.2.5 DSL-Capable Loop

7.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7.2.6 **Dark Fiber**

In the **AMERITECH-ILLINOIS** region, dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. 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. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

7.2.6.1 **Interoffice Dark Fiber AMERITECH-ILLINOIS** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AMERITECH-ILLINOIS** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AMERITECH-ILLINOIS** will offer its dark fiber to CLEC when CLEC has collocation space in each **AMERITECH-ILLINOIS** CO where the fibers terminate.

7.2.6.2 **Loop Fiber AMERITECH-ILLINOIS** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AMERITECH-ILLINOIS** central office and an end user customer premise.

7.2.6.3 **Sub-loop Fiber AMERITECH-ILLINOIS** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

7.2.6.3.1 the serving **AMERITECH-ILLINOIS** central office and a remote terminal/CEV/Hut; or

7.2.6.3.2 a remote terminal/CEV/Hut and an end user customer premise.

7.2.6.4 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

7.2.6.5 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

7.2.6.6 Spare Fiber Inventory Availability and Condition

7.2.6.6.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **AMERITECH-ILLINOIS**' forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

7.2.6.7 Determining Spare Fibers: **AMERITECH-ILLINOIS** will inventory and track spare dark fibers. Spare fibers do not include the following:

7.2.6.7.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

7.2.6.7.2 Defective fibers

7.2.6.7.3 **AMERITECH-ILLINOIS** growth fibers. Fibers documented as reserved by **AMERITECH-ILLINOIS** for utilization for growth within the 12 month-period following the carrier's request.

7.2.6.8 Quantities and Time Frames for ordering Dark Fiber:

7.2.6.8.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

7.2.6.8.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by AMERITECH-ILLINOIS in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise AMERITECH-ILLINOIS within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

7.2.6.8.2.1 If spare dark fiber is available, as determined under this Agreement, AMERITECH-ILLINOIS will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. AMERITECH-ILLINOIS will respond to a dark fiber facilities inquiry from CLEC as to the availability of a

particular segment or segments within ten (10) business days from receipt of valid inquiry request.

- 7.2.6.8.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2

7.2.6.9 Right of Revocation of Access to Dark Fiber

- 7.2.6.9.1 **AMERITECH-ILLINOIS** may reclaim dark fiber from a CLEC upon at least 12 months written notice to the CLEC only if:

7.2.6.9.1.1 **AMERITECH-ILLINOIS** negotiates with the CLEC in good faith to address the CLEC's concerns related to Ameritech's proposed reclamation, including issues related to coordination and timing for the purpose of minimizing service disruption;

7.2.6.9.1.2 **AMERITECH-ILLINOIS** demonstrates to the satisfaction of the CLEC or the Commission that **AMERITECH-ILLINOIS** reasonably needs the dark fiber to meet its carrier-of-last-resort responsibilities within 12 months following the reclamation; and

7.2.6.9.1.3 **AMERITECH-ILLINOIS** provides the CLEC with an alternative facility with the same bandwidth the CLEC was using or had a contractual commitment with an End User to provide prior to Ameritech reclaiming the facility, provided the alternative facility does not result in any additional costs or charges to the CLEC or reduce the quality of the CLEC's services.

7.2.6.10 Access Methods specific to Dark Fiber The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **AMERITECH-ILLINOIS** approved splitter shelf. This arrangement allows for non-intrusive testing.

7.2.6.11 Installation and Maintenance for Dark Fiber **AMERITECH-ILLINOIS** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

7.2.7 **Sub-Loop Elements**

AMERITECH-ILLINOIS will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

7.2.7.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

7.2.7.2 CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal

8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

- Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

7.2.7.3 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the AMERITECH-ILLINOIS sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop 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 sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).

7.2.7.4 Several options exist for Collocation or sub-loop interconnection 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. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.

- 7.2.7.5 Subloops will be provided without conditioning, unless conditioning of subloops is requested by CLEC. Pricing for conditioning of subloops will be pursuant to Appendix Pricing. All other terms and conditions related to conditioning of subloops will be pursuant to the terms and conditions that would control conditioning of the full loop of which the particular ordered subloop is a part.
- 7.2.7.6 Sub-loops are not available for combination by **AMERITECH-ILLINOIS** with any Unbundled Network Elements or service.
- 7.2.7.7 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **AMERITECH-ILLINOIS** switch will be lost.
- 7.2.7.8 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be in accordance with Appendix Pricing.
- 7.2.7.9 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

7.2.8 Loop Frequency Unbundling

- 7.2.8.1 The High Frequency Portion of the Loop (HFPL) will be provided according to Appendix DSL.

8. LOCAL SWITCHING

- 8.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

9. SHARED TRANSPORT

- 9.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

10. TANDEM SWITCHING

- 10.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

11. PACKET SWITCHING

- 11.1 At the present time CLEC does not require this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

12. INTEROFFICE TRANSPORT

- 12.1. The Interoffice Transport (IOT) network element is defined as AMERITECH-ILLINOIS interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by AMERITECH-ILLINOIS, or requesting CLEC, or between switches owned by AMERITECH-ILLINOIS or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request
- 12.2. AMERITECH-ILLINOIS will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 12.3. Unbundled Dedicated Transport

12.3.1. Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **AMERITECH-ILLINOIS** or between a Wire Center or switch owned by **AMERITECH-ILLINOIS** and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

12.3.2. **AMERITECH-ILLINOIS** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

12.3.3. UDT includes the following elements:

12.3.3.1. Interoffice Transport Facility– Is a circuit between two **AMERITECH-ILLINOIS** Wire Centers.

12.3.3.2. Entrance Facility – Is a circuit from **AMERITECH-ILLINOIS** serving Wire Center to the CLEC's location.

12.3.3.3. Multiplexing – Is an option ordered in conjunction with 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 UDT entrance facility and/or interoffice transport.

12.3.3.4. Other Optional features are outlined in Appendix Pricing.

12.4. Diversity

12.4.1. When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

12.4.2. **AMERITECH-ILLINOIS** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **AMERITECH-ILLINOIS** for CLEC specific diversity. **AMERITECH-**

ILLINOIS will advise CLEC of the applicable additional charges. **AMERITECH-ILLINOIS** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges

12.5. Digital Cross-Connect System (DCS)

12.5.1. **AMERITECH-ILLINOIS** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

12.6. Network Reconfiguration Service (NRS)

12.6.1. **AMERITECH-ILLINOIS** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1. **AMERITECH-ILLINOIS** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1. Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AMERITECH-ILLINOIS**' signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 15.1. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AMERITECH-ILLINOIS' databases and information. AMERITECH-ILLINOIS will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

- 16.1. Intentionally Omitted
- 16.2. Pricing for Sections 13.3, 13.4 and 13.5 for AMERITECH-ILLINOIS are provided as set forth in Appendix Pricing. For all other cross-connect pricing for AMERITECH-ILLINOIS refer to the applicable state tariff.
- 16.3. The applicable Loop cross connects to point of access for the purpose of CLEC combining a AMERITECH-ILLINOIS Loop with another AMERITECH-ILLINOIS UNE are as follows:
- 16.3.1. 2-Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.2. 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.3. 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 16.3.4. 4 -Wire Digital Loop to UNE Connection Methods point of access
- 16.4. The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another AMERITECH-ILLINOIS UNE are as follows:
- 16.4.1. DS-1 to UNE Connection Methods point of access
 - 16.4.2. DS-3 to UNE Connection Methods point of access
- 16.5. The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another AMERITECH-ILLINOIS UNE are as follows:

- 16.5.1. Analog Line Port to UNE Connection Methods point of access
 - 16.5.2. ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 16.5.3. ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 16.5.4. Analog DID Trunk Port
- 16.6. Maintenance of Elements
- 16.6.1. If trouble occurs with unbundled network elements provided by **AMERITECH-ILLINOIS**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **AMERITECH-ILLINOIS**' equipment and/or facilities, CLEC will issue a trouble report to **AMERITECH-ILLINOIS**.
 - 16.6.2. CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and **AMERITECH-ILLINOIS** dispatches personnel to the End User's premises or a **AMERITECH-ILLINOIS** Central Office and trouble was not caused by **AMERITECH-ILLINOIS**' 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 the applicable state tariffs.
 - 16.6.3. CLEC shall pay Time and Material charges when **AMERITECH-ILLINOIS** dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.
 - 16.6.4. CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
 - 16.6.5. If CLEC issues a trouble report allowing **AMERITECH-ILLINOIS** access to the End User's premises, **AMERITECH-ILLINOIS** and CLEC shall schedule an appointment for access to such End User's premises. If **AMERITECH-ILLINOIS** personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply

for the period of time that AMERITECH-ILLINOIS personnel are dispatched. Subsequently, if AMERITECH-ILLINOIS personnel are allowed access to the premises, these charges will still apply.

16.6.6. Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AMERITECH-ILLINOIS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AMERITECH-ILLINOIS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AMERITECH-ILLINOIS performed other than on a normally scheduled workday.

16.6.7. If CLEC requests or approves a AMERITECH-ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1. Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, AMERITECH-ILLINOIS means an ILEC doing business in Illinois.
- 1.3 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **“Charges”**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **“Compensation”** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **“IntraLATA”** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.5 **“InterLATA”** - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 **“Local Exchange Carrier (LEC)”** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **“Local Message”** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **“Revenues”** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable only when AMERITECH-ILLINOIS is the CMDS Host Company.

- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to AMERITECH-ILLINOIS the charges for the services described in Section 3.2 which charges are earned by any LEC (including AMERITECH-ILLINOIS), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than AMERITECH-ILLINOIS, AMERITECH-ILLINOIS will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for AMERITECH-ILLINOIS benefit, shall be remitted by CLEC to AMERITECH-ILLINOIS within thirty (30) calendar days of the date of AMERITECH-ILLINOIS bill to CLEC for such services.
- 4.4 AMERITECH-ILLINOIS agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including AMERITECH-ILLINOIS) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by AMERITECH-ILLINOIS or another LEC for CLEC's benefit, shall be remitted by AMERITECH-ILLINOIS to CLEC within thirty (30) calendar days of the date of CLEC's bill to AMERITECH-ILLINOIS for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts

related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, AMERITECH-ILLINOIS may net amounts due to CLEC under this Appendix against amounts owed to AMERITECH-ILLINOIS under this Appendix when AMERITECH-ILLINOIS renders a bill to CLEC hereunder. AMERITECH-ILLINOIS will not net amounts due under this Appendix with any other charges or fees owed to AMERITECH-ILLINOIS

- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 Neither Party makes any representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Neither Party assumes any responsibility with regard to the correctness of the data supplied by the other Party when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX CH

APPENDIX CLEARINGHOUSE (CH)

1. RESERVATION

- 1.1 At the present time CLEC does not desire this service. If CLEC desires this service in the future it will so notify AMERITECH-ILLINOIS, and the parties agree to negotiate in good faith to reach agreement on terms, conditions and pricing for this service, which will be embodied in a written document to be executed by the parties.

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILEC doing business in Illinois.
- 1.5 The prices at which AMERITECH-ILLINOIS agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with

the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

- 2.2 **“Centralized Message Distribution System” (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.
- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell, Inc. (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

- 2.6 **“Intentionally Omitted**
- 2.7 **“Intercompany Settlements”** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **“Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.9 **“Message Distribution (Transmission)”** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (AMERITECH-ILLINOIS only) is a revenue exchange process for messages which originate from CLEC and bill to AMERITECH-ILLINOIS and message which originate from AMERITECH-ILLINOIS and bill to CLEC. NICS message must originate and bill within the same AMERITECH-ILLINOIS Company.
- 2.11 **“Non-Full Status Revenue Accounting Office (RAO)”** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to

forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 Monthly Billing

- 4.1.1 Each month, AMERITECH-ILLINOIS shall calculate the total amount due. This calculation will include:
 - 4.1.1.1 Transmission fee
 - 4.1.1.2 ICS settlement processing fee
 - 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
 - 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C)
- 4.1.3 AMERITECH-ILLINOIS shall provide collection and distribution of messages that are designated to be delivered to the CLEC.

- 4.1.4 AMERITECH-ILLINOIS shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC – CLEC must provide Ameritech a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). AMERITECH-ILLINOIS advise Telcordia Technologies to convert the RAO code with AMERITECH-ILLINOIS advise Telcordia Technologies to convert to a hosted status.
- 4.1.6 Intentionally Omitted
- 4.1.7 CLEC subscribing to Hosting services with AMERITECH-ILLINOIS prior to the effective date of this agreement and sharing an AMERITECH-ILLINOIS RAO may continue this service using AMERITECH-ILLINOIS RAO. One exception is when the CLEC is providing Hosting service using AMERITECH-ILLINOIS as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.8 CLEC - If access records are received from the CMDS system, AMERITECH-ILLINOIS shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.9 Intentionally Omitted
- 4.1.10 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both AMERITECH-ILLINOIS and CLEC shall send/receive data in EMI format. AMERITECH-ILLINOIS and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.11 CLEC may return to AMERITECH-ILLINOIS any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by AMERITECH-ILLINOIS and the charges therefore deducted for reimbursement amount owing to AMERITECH-ILLINOIS. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.12 (ILEC only) CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 INTERCOMPANY SETTLEMENT (ICS)

4.2.1 AMERITECH-ILLINOIS will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

4.2.1.1 The call must be transported by a LEC

4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated

4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between AMERITECH-ILLINOIS and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

4.3 NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AMERITECH-ILLINOIS and billed by the CLEC, or messages originated by the CLEC and billed by AMERITECH-ILLINOIS within the same AMERITECH-ILLINOIS Ameritech State. For example, an alternately billed call originating within AM-IL territory and billed to a CLEC within AM-IL would be covered by this section; a call originating within AM-MI but billing outside of AM-MI would not be NICS.

4.3.2 900 calls are handled by Interexchange Carriers (IXCs) through the Meet Point Billing arrangement when the service is jointly provided. 976 Calls billed to an in-region credit card or third number will be handled via the AMERITECH-ILLINOIS State specific settlement process. 976 calls billed to a credit card or third number outside of AMERITECH-ILLINOIS' region will be handled via CMDS and Third Number Settlement (CATS) process.

- 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AMERITECH-ILLINOIS and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3.4 CLECs subscribing to Hosting services with AMERITECH-ILLINOIS prior to the effective date of this agreement and sharing an AMERITECH-ILLINOIS RAO, may continue this service using AMERITECH-ILLINOIS's RAO. One exception is when the CLEC is providing Hosting service using AMERITECH-ILLINOIS as an intermediary. In this situation, a Full Status RAO is required.
- 4.3.5 Intentionally Omitted
- 4.3.6 Intentionally Omitted
- 4.3.7 For calls originating and billing within a non- AMERITECH-ILLINOIS, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Exhibit A, Price Schedule. If AMERITECH-ILLINOIS is already providing the service described in this Appendix to CLEC under a predecessor agreement, this section shall not apply.
- 5.2 Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. Late payments will be subject to late payment charges as provided for in the General Terms and Conditions.

6. TERM OF AGREEMENT

- 6.1 The term of this appendix will be the same as the term of the interconnection agreement to which it is attached.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Exhibit A
Hosting Price Schedule
AMERITECH-ILLINOIS region

1. Start-Up Fee:
\$16,000

One time fee for enabling the **AMERITECH-ILLINOIS** billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. Basic Price Components – CLEC/ILEC in Region:

- A. Message distribution Fees:
- | | |
|-----------------------------|-------|
| 1) Monthly transmission fee | \$250 |
|-----------------------------|-------|
- B. ICS Settlement (CLEC only)
- | | |
|--------------------------------------|-------|
| 1) Monthly settlement processing fee | \$200 |
|--------------------------------------|-------|

1. Basic Price Components - ILEC:

- A. Message distribution Fees:
- 1) CLEC will pay **AMERITECH-ILLINOIS** according a negotiated price schedule based on message volumes and/or a minimum payment per month.

<u>i.e.: Number of Messages per Month</u>	<u>Rate per Message</u>
0 – xxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
over xxxx	.xx

Consulting	\$150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit B
Change Request by Carrier
AMERITECH-ILLINOIS region

For purposes of this Exhibit, Interfacing Company shall mean Ameritech.

When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.

Change Requests:

- Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.**
- The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.**
- CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.**
- Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.**

General:

- Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.**
- CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by CLEC in writing.**
- For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.**

System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been**

received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-ILLINOIS means the applicable above listed ILECs doing business in Illinois.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including AMERITECH-ILLINOIS that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 2.3 **“OPC”** means Originating Point Code.
- 2.4 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.5 **“Query”** means a message that represents a request to a Database for information.
- 2.6 **“Query Rate”** means a per-query usage rate that applies to each Query received at an AMERITECH-ILLINOIS Database.
- 2.7 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an AMERITECH-ILLINOIS STP to the SCP where LIDB resides and back.

- 2.8 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. AMERITECH-ILLINOIS provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2

- 3.2 AMERITECH-ILLINOIS will provide CLEC with access to AMERITECH-ILLINOIS’ CNAM Database for CNAM Query. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC’s Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to AMERITECH-ILLINOIS’ CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for AMERITECH-ILLINOIS to properly process Queries to its CNAM Database.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Ameritech-Illinois’ CCS/SS7 network. CLEC further agrees that AMERITECH-ILLINOIS, at its sole discretion, shall employ certain automatic and/or manual overload controls within AMERITECH-ILLINOIS’ CCS/SS7 network to guard against these detrimental effects. AMERITECH-ILLINOIS will report to CLEC any instances where overload controls are invoked. CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation. Protective controls will be applied in a non-discriminatory manner so as not to favor AMERITECH-ILLINOIS or its affiliates over CLEC, nor to favor any telecommunications provider using the network over any other. Notwithstanding the foregoing, to extent that AMERITECH-ILLINOIS identifies a particular Query originator as the source of the overload. The parties agree that resolution of the overload condition may require action solely between AMERITECH-ILLINOIS and such Query originator.
- 3.5 Prior to AMERITECH-ILLINOIS initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, AMERITECH-ILLINOIS, at its sole discretion,

determines that it lacks adequate processing capability to provide LIDB Service to CLEC, AMERITECH-ILLINOIS shall notify CLEC of Ameritech-Illinois' intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to AMERITECH-ILLINOIS. This paragraph shall not be applicable if AMERITECH-ILLINOIS has already begun to provide LIDB Service under a previous agreement with CLEC.

- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 CLEC understands that access to AMERITECH-ILLINOIS' LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in AMERITECH-ILLINOIS' LIDB and/or CNAM Database. When a region in AMERITECH-ILLINOIS implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that AMERITECH-ILLINOIS will comply with Account Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in AMERITECH-ILLINOIS' LIDB; accordingly AMERITECH-ILLINOIS is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 AMERITECH-ILLINOIS provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where AMERITECH-ILLINOIS is the incumbent local exchange carrier. CLEC agrees that any use of AMERITECH-ILLINOIS' LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where AMERITECH-ILLINOIS is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay AMERITECH-ILLINOIS a per-Query rate for each Query initiated into AMERITECH-ILLINOIS' LIDB. CLEC will also pay AMERITECH-ILLINOIS a per-Query Transport Rate for each Validation and OLNS Query initiated into AMERITECH-ILLINOIS' LIDB and. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to AMERITECH-ILLINOIS for LIDB Service based upon the rates set forth in Appendix Pricing.
- 4.5 Except as set forth in Section 4.11, AMERITECH-ILLINOIS will record usage information for CLEC's LIDB Service Queries terminating to Ameritech-Illinois' LIDB. AMERITECH-ILLINOIS will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 16 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify AMERITECH-ILLINOIS via Access Service Request process when CLEC discontinues use of an OPC used to Query LIDB.
- 4.8 AMERITECH-ILLINOIS will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to AMERITECH-ILLINOIS' LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within AMERITECH-ILLINOIS' incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

- 4.10 If CLEC operates in more than one (1) State in the Ameritech incumbent region(s), AMERITECH-ILLINOIS will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. AMERITECH-ILLINOIS will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB information. AMERITECH-ILLINOIS will create a weighted Ameritech-region LIDB rate based on how often the data of a particular state is accessed by all companies. For example, if Illinois data is accessed 70% of the time, Indiana is accessed 10%, Michigan, is 9%, Wisconsin is 6%, and Ohio is 5%, AMERITECH-ILLINOIS would create a single rate that is composed of 70% of the Illinois rate, 10% of the Indiana rate, 9% of the Michigan rate, 6% of the Wisconsin rate, and 5% of the Ohio rate). AMERITECH-ILLINOIS would use the final or interim rate from each state, as applicable, in the calculation.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in AMERITECH-ILLINOIS' LIDB (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from AMERITECH-ILLINOIS' LIDB. AMERITECH-ILLINOIS agrees that CLEC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that AMERITECH-ILLINOIS may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.
- 5.3 Proprietary information residing in AMERITECH-ILLINOIS' LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

- 5.3.2 PIN Number(s)
- 5.3.3 Billed Number Screening (BNS) indicators
- 5.3.4 Class of Service (also referred to as Service or Equipment)
- 5.3.5 Reports on LIDB usage
- 5.3.6 Information related to billing for LIDB usage
- 5.3.7 LIDB usage statistics
- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from AMERITECH-ILLINOIS' LIDB.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from Ameritech-Illinois' LIDB.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel AMERITECH-ILLINOIS or CLEC to terminate the Appendix, AMERITECH-ILLINOIS and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort

(including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service

- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents.
- 7.3 In no event shall AMERITECH-ILLINOIS have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.4 AMERITECH-ILLINOIS is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AMERITECH-ILLINOIS agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that AMERITECH-ILLINOIS can furnish Line Record information only as accurate and current as the information has been provided to AMERITECH-ILLINOIS for inclusion in its LIDB. Therefore, AMERITECH-ILLINOIS, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by Ameritech-Illinois' willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY AMERITECH-ILLINOIS HEREUNDER SHALL BE PROVIDED "AS IS". AMERITECH-ILLINOIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, AMERITECH-ILLINOIS IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 7.6 CLEC acknowledges that AMERITECH-ILLINOIS' Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, AMERITECH-ILLINOIS, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in AMERITECH-ILLINOIS' Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from AMERITECH-ILLINOIS' willful misconduct or gross negligence.
- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to Ameritech-Illinois' Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, AMERITECH-ILLINOIS, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold AMERITECH-ILLINOIS harmless from and defend and indemnify AMERITECH-ILLINOIS for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is

provided, except for such privacy-related claims, damages or actions caused by AMERITECH-ILLINOIS' willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from AMERITECH-ILLINOIS shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 CLEC agrees to make its Line Record Information available to AMERITECH-ILLINOIS. Should CLEC store its Line Record information in a database other than AMERITECH-ILLINOIS, CLEC will make such Information available to AMERITECH-ILLINOIS through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between AMERITECH-ILLINOIS and the database provider. AMERITECH-ILLINOIS agrees to negotiate in good faith to reach such an agreement. If AMERITECH-ILLINOIS is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by AMERITECH-ILLINOIS' service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IL means the applicable above listed ILEC doing business in Illinois.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-IL 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 CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-IL 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 AM-IL and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-IL shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix PRICING to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

- 1.8 For modifications of **AM-IL**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

- 2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-**

IL 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, AM-IL will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AM-IL network, without any changes to AM-IL's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AM-IL to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-IL End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, AM-IL will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

- 4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).
- 4.3.3 As described in the FCC Merger Appendix, a credit will be generated for access calls billed by Illinois Bell Telephone Company.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
2-Wire Analog -Rural (Access Area C)		\$	11.40	See NRC prices below	
2-Wire Analog - Suburban (Access Area B)		\$	7.07	See NRC prices below	
2-Wire Analog - Metro (Access Area A)		\$	2.59	See NRC prices below	
Conditioning for dB Loss		N/A			
4-Wire Analog - Rural (Access Area C)		\$	26.63	See NRC prices below	
4-Wire Analog - Suburban (Access Area B)		\$	16.82	See NRC prices below	
4-Wire Analog - Metro Access Area C)		\$	4.08	See NRC prices below	
2-Wire Digital - Rural (Access Area C)		\$	13.68	See NRC prices below	
2-Wire Digital - Suburban (Access Area B)		\$	8.88	See NRC prices below	
2-Wire Digital - Metro (Access Area A)		\$	2.71	See NRC prices below	
4-Wire Digital - Rural (Access Area C)		\$	61.56	See NRC prices below	
4-Wire Digital - Suburban (Access Area B)		\$	61.45	See NRC prices below	
4-Wire Digital - Metro (Access Area A)		\$	73.46	See NRC prices below	
DS3 Loop - Rural (Access Area C)		\$	893.25	See NRC prices below	
DS3 Loop - Suburban (Access Area B)		\$	886.89	See NRC prices below	
DS3 Loop - Metro (Access Area A)		\$	539.75	See NRC prices below	
<u>DSL Capable Loops</u>					
2-Wire Digital Loop ISDN/IDSL					
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro		See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area C- Rural		\$	11.40	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban		\$	7.07	See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Access Area A- Metro		\$	2.59	See NRC prices below	
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Access Area C- Rural		\$	26.63	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban		\$	16.82	See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Access Area A- Metro		\$	4.08	See NRC prices below	
<u>IDSL Capable Loop</u>					
IDSL Loop Access Area C - Rural		\$	13.68	See NRC prices below	
IDSL Loop Access Area B - Suburban		\$	8.88	See NRC prices below	
IDSL Loop Access Area A - Metro		\$	2.71	See NRC prices below	
<u>HFPL Loop</u>					
* HFPL Loop - Access Area C- Rural		\$	5.70	N/A	N/A
* HFPL Loop - Access Area B- Suburban		\$	3.54	N/A	N/A
* HFPL Loop - Access Area A- Metro		\$	1.30	N/A	N/A
<u>Loop Qualification Process</u>					
Loop Qualification Process - Mechanized		N/A		\$ 0.10	N/A
Loop Qualification Process - Manual per minute		N/A		\$ 1.98	N/A
Loop Qualification Process - Detailed Manual		N/A		TBD	N/A

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	HFPL Splitter				
*	SBC owned splitter--line at a time	\$ 1.09		N/A	N/A
	DSL Conditioning Options - >12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$144.82	N/A
	Removal Bridged Tap Option	N/A		\$568.68	N/A
	Removal of Load Coil	N/A		\$569.92	N/A
	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$178.87	N/A
	Removal Bridged Tap Option	N/A		\$458.41	N/A
	Removal of Load Coil	N/A		\$743.85	N/A
Loop Non-Recurring Charges (Excluding DS3)					
	Bus Service Order - Establish - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Bus Line Connection	NA		\$ 25.08	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order	NA		\$ 13.17	N/A
	Res Line Connection	NA		\$ 25.08	N/A
*	HFPL Service Order Charge	NA		\$13.17	N/A
DS3 Loop Non-Recurring Charges					
	Administrative	N/A		\$ 207.41	N/A
	Design & Central Office	N/A		\$ 659.30	N/A
	Customer Connection	N/A		\$ 228.36	N/A
SUB-LOOPS					
	CO to RT sub-loop				
	2 Wire Analog - area A	\$ 3.72		See NRC prices below	
	2 Wire Analog - area B	\$ 5.50		See NRC prices below	
	2 Wire Analog - area C	\$ 6.73		See NRC prices below	
	4 Wire Analog - area A	\$ 7.71		See NRC prices below	
	4 Wire Analog - area B	\$ 14.13		See NRC prices below	
	4 Wire Analog - area C	\$ 16.62		See NRC prices below	
	2 Wire DSL - area A	N/A		See NRC prices below	
	2 Wire DSL - area B	N/A		See NRC prices below	
	2 Wire DSL - area C	N/A		See NRC prices below	
	4 Wire DSL - area A	N/A		See NRC prices below	
	4 Wire DSL - area B	N/A		See NRC prices below	
	4 Wire DSL - area C	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 9.55		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 11.69		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 15.30		See NRC prices below	
	4 Wire DS1 Compatible - area A	\$ 80.71		See NRC prices below	
	4 Wire DS1 Compatible - area B	\$ 79.21		See NRC prices below	
	4 Wire DS1 Compatible - area C	\$ 93.21		See NRC prices below	
	DS3 compatible subloop - area A	\$ 537.15		See NRC prices below	
	DS3 compatible subloop - area B	\$ 865.98		See NRC prices below	
	DS3 compatible subloop - area C	\$ 871.00		See NRC prices below	
	CO to SAI Sub-Loop				
	2 Wire Analog - area A	\$ 3.70		See NRC prices below	
	2 Wire Analog - area B	\$ 6.98		See NRC prices below	
	2 Wire Analog - area C	\$ 7.83		See NRC prices below	
	4 Wire Analog - area A	\$ 7.70		See NRC prices below	
	4 Wire Analog - area B	\$ 17.18		See NRC prices below	
	4 Wire Analog - area C	\$ 18.85		See NRC prices below	
	2 Wire DSL - area A	\$ 3.54		See NRC prices below	
	2 Wire DSL - area B	\$ 6.73		See NRC prices below	
	2 Wire DSL - area C	\$ 6.84		See NRC prices below	
	4 Wire DSL - area A	\$ 6.77		See NRC prices below	
	4 Wire DSL - area B	\$ 13.17		See NRC prices below	
	4 Wire DSL - area C	\$ 13.33		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 4.52		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 11.36		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 13.82		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
CO to Terminal sub-loop					
	2 Wire Analog - area A	\$ 3.68		See NRC prices below	
	2 Wire Analog - area B	\$ 11.27		See NRC prices below	
	2 Wire Analog - area C	\$ 16.51		See NRC prices below	
	4 Wire Analog - area A	\$ 7.74		See NRC prices below	
	4 Wire Analog - area B	\$ 25.73		See NRC prices below	
	4 Wire Analog - area C	\$ 36.19		See NRC prices below	
	2 Wire DSL - area A	\$ 3.53		See NRC prices below	
	2 Wire DSL - area B	\$ 11.02		See NRC prices below	
	2 Wire DSL - area C	\$ 15.52		See NRC prices below	
	4 Wire DSL - area A	\$ 6.80		See NRC prices below	
	4 Wire DSL - area B	\$ 21.71		See NRC prices below	
	4 Wire DSL - area C	\$ 30.68		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 4.51		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 15.65		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 22.50		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
RT to SAI sub-loop					
	2 Wire Analog - area A	\$ 0.99		See NRC prices below	
	2 Wire Analog - area B	\$ 1.64		See NRC prices below	
	2 Wire Analog - area C	\$ 1.70		See NRC prices below	
	4 Wire Analog - area A	\$ 2.00		See NRC prices below	
	4 Wire Analog - area B	\$ 3.34		See NRC prices below	
	4 Wire Analog - area C	\$ 3.35		See NRC prices below	
	2 Wire DSL - area A	\$ 0.99		See NRC prices below	
	2 Wire DSL - area B	\$ 1.64		See NRC prices below	
	2 Wire DSL - area C	\$ 1.70		See NRC prices below	
	4 Wire DSL - area A	\$ 2.00		See NRC prices below	
	4 Wire DSL - area B	\$ 3.34		See NRC prices below	
	4 Wire DSL - area C	\$ 3.35		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 0.99		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 1.64		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 1.70		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
RT to Terminal sub-loop					
	2 Wire Analog - area A	\$ 0.98		See NRC prices below	
	2 Wire Analog - area B	\$ 5.93		See NRC prices below	
	2 Wire Analog - area C	\$ 10.38		See NRC prices below	
	4 Wire Analog - area A	\$ 2.03		See NRC prices below	
	4 Wire Analog - area B	\$ 11.88		See NRC prices below	
	4 Wire Analog - area C	\$ 20.70		See NRC prices below	
	2 Wire DSL - area A	\$ 0.98		See NRC prices below	
	2 Wire DSL - area B	\$ 5.93		See NRC prices below	
	2 Wire DSL - area C	\$ 10.38		See NRC prices below	
	4 Wire DSL - area A	\$ 2.03		See NRC prices below	
	4 Wire DSL - area B	\$ 11.88		See NRC prices below	
	4 Wire DSL - area C	\$ 20.70		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 0.98		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 5.93		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 10.38		See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	

TBD -To be determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates		
ILLINOIS		AIT RECURRING		AIT NON-REC.
		Monthly		
RT to NID sub-loop				
	2 Wire Analog - area A	\$ 2.14		See NRC prices below
	2 Wire Analog - area B	\$ 7.36		See NRC prices below
	2 Wire Analog - area C	\$ 11.84		See NRC prices below
	4 Wire Analog - area A	\$ 4.36		See NRC prices below
	4 Wire Analog - area B	\$ 14.74		See NRC prices below
	4 Wire Analog - area C	\$ 23.64		See NRC prices below
	2 Wire DSL - area A	\$ 2.14		See NRC prices below
	2 Wire DSL - area B	\$ 7.36		See NRC prices below
	2 Wire DSL - area C	\$ 11.84		See NRC prices below
	4 Wire DSL - area A	\$ 4.36		See NRC prices below
	4 Wire DSL - area B	\$ 14.74		See NRC prices below
	4 Wire DSL - area C	\$ 23.64		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 2.14		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 7.36		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 11.84		See NRC prices below
	4 Wire DS1 Compatible - area A	\$ 22.88		See NRC prices below
	4 Wire DS1 Compatible - area B	\$ 33.15		See NRC prices below
	4 Wire DS1 Compatible - area C	\$ 42.04		See NRC prices below
	DS3 compatible subloop - area A	\$ 537.15		See NRC prices below
	DS3 compatible subloop - area B	\$ 865.98		See NRC prices below
	DS3 compatible subloop - area C	\$ 871.00		See NRC prices below
SAI to Terminal sub-loop				
	2 Wire Analog - area A	\$ 1.94		See NRC prices below
	2 Wire Analog - area B	\$ 6.00		See NRC prices below
	2 Wire Analog - area C	\$ 9.89		See NRC prices below
	4 Wire Analog - area A	\$ 3.93		See NRC prices below
	4 Wire Analog - area B	\$ 11.99		See NRC prices below
	4 Wire Analog - area C	\$ 19.76		See NRC prices below
	2 Wire DSL - area A	\$ 1.94		See NRC prices below
	2 Wire DSL - area B	\$ 6.00		See NRC prices below
	2 Wire DSL - area C	\$ 9.89		See NRC prices below
	4 Wire DSL - area A	\$ 3.93		See NRC prices below
	4 Wire DSL - area B	\$ 11.99		See NRC prices below
	4 Wire DSL - area C	\$ 19.76		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 1.94		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 6.00		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 9.89		See NRC prices below
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below
SAI to NID sub-loop				
	2 Wire Analog - area A	\$ 3.08		See NRC prices below
	2 Wire Analog - area B	\$ 7.41		See NRC prices below
	2 Wire Analog - area C	\$ 11.36		See NRC prices below
	4 Wire Analog - area A	\$ 6.25		See NRC prices below
	4 Wire Analog - area B	\$ 14.84		See NRC prices below
	4 Wire Analog - area C	\$ 22.70		See NRC prices below
	2 Wire DSL - area A	\$ 3.08		See NRC prices below
	2 Wire DSL - area B	\$ 7.41		See NRC prices below
	2 Wire DSL - area C	\$ 11.36		See NRC prices below
	4 Wire DSL - area A	\$ 6.25		See NRC prices below
	4 Wire DSL - area B	\$ 14.84		See NRC prices below
	4 Wire DSL - area C	\$ 22.70		See NRC prices below
	2 Wire ISDN Compatible - area A	\$ 3.08		See NRC prices below
	2 Wire ISDN Compatible - area B	\$ 7.41		See NRC prices below
	2 Wire ISDN Compatible - area C	\$ 11.36		See NRC prices below
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below
	DS3 compatible subloop - area A	N/A		See NRC prices below
	DS3 compatible subloop - area B	N/A		See NRC prices below
	DS3 compatible subloop - area C	N/A		See NRC prices below
Terminal to NID sub-loop				
	2 Wire Analog - area A	\$ 1.75		See NRC prices below
	2 Wire Analog - area B	\$ 2.04		See NRC prices below

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	2 Wire Analog - area C	\$	2.08	See NRC prices below	
	4 Wire Analog - area A	\$	3.56	See NRC prices below	
	4 Wire Analog - area B	\$	4.09	See NRC prices below	
	4 Wire Analog - area C	\$	4.17	See NRC prices below	
	2 Wire DSL - area A	\$	1.75	See NRC prices below	
	2 Wire DSL - area B	\$	2.04	See NRC prices below	
	2 Wire DSL - area C	\$	2.08	See NRC prices below	
	4 Wire DSL - area A	\$	3.56	See NRC prices below	
	4 Wire DSL - area B	\$	4.09	See NRC prices below	
	4 Wire DSL - area C	\$	4.17	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	1.75	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	2.04	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	2.08	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
NID sub-loop element					
	2 Wire Analog - area A	\$	0.19	See NRC prices below	
	2 Wire Analog - area B	\$	0.24	See NRC prices below	
	2 Wire Analog - area C	\$	0.20	See NRC prices below	
	4 Wire Analog - area A	\$	0.42	See NRC prices below	
	4 Wire Analog - area B	\$	0.50	See NRC prices below	
	4 Wire Analog - area C	\$	0.42	See NRC prices below	
	2 Wire DSL - area A	\$	0.19	See NRC prices below	
	2 Wire DSL - area B	\$	0.24	See NRC prices below	
	2 Wire DSL - area C	\$	0.20	See NRC prices below	
	4 Wire DSL - area A	\$	0.42	See NRC prices below	
	4 Wire DSL - area B	\$	0.50	See NRC prices below	
	4 Wire DSL - area C	\$	0.42	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	0.19	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	0.24	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	0.20	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
SPOI sub-loop element					
	2 Wire Analog - area A	\$	0.82	See NRC prices below	
	2 Wire Analog - area B	\$	0.82	See NRC prices below	
	2 Wire Analog - area C	\$	0.82	See NRC prices below	
	4 Wire Analog - area A	\$	1.65	See NRC prices below	
	4 Wire Analog - area B	\$	1.65	See NRC prices below	
	4 Wire Analog - area C	\$	1.65	See NRC prices below	
	2 Wire DSL - area A	\$	0.82	See NRC prices below	
	2 Wire DSL - area B	\$	0.82	See NRC prices below	
	2 Wire DSL - area C	\$	0.82	See NRC prices below	
	4 Wire DSL - area A	\$	1.65	See NRC prices below	
	4 Wire DSL - area B	\$	1.65	See NRC prices below	
	4 Wire DSL - area C	\$	1.65	See NRC prices below	
	2 Wire ISDN Compatible - area A	\$	0.82	See NRC prices below	
	2 Wire ISDN Compatible - area B	\$	0.82	See NRC prices below	
	2 Wire ISDN Compatible - area C	\$	0.82	See NRC prices below	
	4 Wire DS1 Compatible - area A	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area B	N/A		See NRC prices below	
	4 Wire DS1 Compatible - area C	N/A		See NRC prices below	
	DS3 compatible subloop - area A	N/A		See NRC prices below	
	DS3 compatible subloop - area B	N/A		See NRC prices below	
	DS3 compatible subloop - area C	N/A		See NRC prices below	
Sub-Loop Non-Recurring Charges					
	2-Wire Analog Sub-Loop			\$	238.21
	4-Wire Analog Sub-Loop			\$	239.27
	2-Wire xDSL Digital Sub-Loop			\$	274.66
	4-Wire xDSL Digital Sub-Loop			\$	279.25
	2-Wire ISDN Digital Sub-Loop			\$	305.92

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
07/23/01

APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	513.73
	DS3 Sub-Loop			\$	677.02
	Service Order Charge				
	Establish, per occasion			\$	13.17
	Add or change, per occasion			\$	13.17
	Line Connection Charge				
	per occasion			\$	25.08
	Sub-Loop Inquiry Charge	N/A		\$	78.29 N/A
DSL Cross Connects					
*	HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - CLEC Owned Integrated	\$	0.56	\$	140.53 N/A
*	HFPL Cross Connect - SBC Owned	\$	0.56	\$	140.53 N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
*	HFPL OSS Charge - per line	\$	0.87		N/A N/A
HFPL LST					
	Line & Station Transfer(LST)		N/A		TBD TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation	\$	33.14		N/A N/A
Unbundled Local Switching					
		USAGE			
**	ULS Usage, per Originating or Terminating MOU (statewide)	\$	-		NA NA
** Pursuant to ICC Dockets #96-0486/0569 Consolidated					
		PER MESSAGE			
	Daily Usage Feed (DUF), per message	\$	0.000918		
	Customized Routing, per Line Class Code, per switch		N/A	\$	232.00 NA
	Billing Establishment, per CLEC, per switch		NA	\$	138.12 NA
	Service Coordination Fee, per CLEC bill, per switch	\$	1.15		N/A NA
Unbundled Local Switching with Shared Transport					
		USAGE			
**	ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$	-		NA NA
	ULS-ST Blended Transport MOU	\$	0.001262		NA NA
	ULS-ST Reciprocal Compensation MOU	\$	0.001100		NA NA
	ULS-ST Common Transport MOU	\$	0.000809		NA NA
	ULS-ST Tandem Switching MOU	\$	0.000215		NA NA
		PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST	\$	0.000176		N/A NA
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		N/A	\$	131.45 NA
Port Charge Per Month					
	Analog Line Port	\$	5.01	\$	53.01 N/A
	Ground Start Port	\$	5.78	\$	53.01 N/A
	Analog DID Trunk Port	\$	10.63	\$	53.01 N/A
	ISDN BRI Port	\$	28.42	\$	53.01 N/A
	ISDN PRI Port	\$	155.90	\$	778.06 N/A
	Digital Trunking Trunk Port	\$	102.08	\$	778.06 N/A
	DS1 Trunk Port	\$	56.78	\$	778.06 N/A
	Centrex Basic Line Port	\$	9.55	\$	53.01 N/A
	Centrex ISDN BRI Port	\$	42.07	\$	53.01 N/A
	Centrex EKL Line Port	\$	27.84	\$	53.01 N/A
	Centrex Attendant Console Line Port	\$	86.89	\$	106.01 N/A
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion		NA	\$	16.37 N/A
	Service Order - Trunk Port, per occasion		NA	\$	410.63 N/A
	Service Order - Record Order, per occasion		NA	\$	14.60 N/A
	Conversion from one port type to another, per each port changed		NA	\$	47.75 N/A
Cross Connects					
	2-Wire	\$	0.14		NA NA
	4-Wire	\$	0.31		NA NA
	6-Wire	\$	0.45		NA NA

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 Rates
 07/23/01

APPENDIX PRICING
 AMERITECH/TDS METROCOM

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly			
	8-Wire		\$ 0.62		NA	NA
	DS1/LT1		\$ 0.43		NA	NA
	DS3/LT3		\$ 0.76		NA	NA
	OC3		\$ 76.83		NA	NA
	OC12		\$ 405.01		NA	NA
	OC48		\$ 981.34		NA	NA
<u>Tandem Switching</u>						
	per minute of use (without Tandem Trunks)		\$ 0.000569		NA	NA
<u>Dedicated Transport</u>						
	Entrance Facility:					
DS1	Area A		\$ 73.46		NA	NA
	Area B		\$ 61.45		NA	NA
	Area C		\$ 61.56		NA	NA
DS3	Area A		\$ 686.47		NA	NA
	Area B		\$ 768.77		NA	NA
	Area C		\$ 752.87		NA	NA
OC3	All Areas		\$ 311.34		NA	NA
OC12	All Areas		\$ 547.79		NA	NA
OC48	All Areas		\$ 2,418.86		NA	NA
Interoffice Transport:						
DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 17.35		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 1.88		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 146.93		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 29.81		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 342.69		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 208.80		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 571.38		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 376.16		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas		\$ 1,269.31		NA	NA
	Interoffice Mileage - Per Mile - All Areas		\$ 320.69		NA	NA
<u>Multiplexing</u>						
	DS1 to Voice Grade		\$ 275.34		NA	NA
	DS3 to DS1		\$ 404.30		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement		\$ 542.03		NA	NA
	Add/Drop Function					
	- Per DS3 Add or Drop		\$ 105.15		NA	NA
	- Per DS1 Add or Drop		\$ 32.48		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement		\$ 637.78		NA	NA
	Add/Drop Function					
	- Per OC3 Add or Drop		\$ 146.47		NA	NA
	- Per DS3 Add or Drop		\$ 31.77		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement		\$ 724.77		NA	NA
	Add/Drop Function					
	- Per OC12 Add or Drop		\$ 317.08		NA	NA
	- Per OC3 Add or Drop		\$ 146.91		NA	NA
	- Per DS3 Add or Drop		\$ 49.90		NA	NA
<u>Dedicated Transport Cross Connects</u>						
DS1			\$ 0.43		NA	NA
DS3			\$ 0.76		NA	NA
OC3			\$ 76.83		NA	NA
OC12			\$ 405.01		NA	NA
OC48			\$ 981.34		NA	NA
<u>Dark Fiber</u>						
	Dark Fiber Interoffice					
	Dark Fiber Interoffice Termination (Per Termination per Fiber)		\$81.19		NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		\$0.00179		NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		\$3.43		NA	NA
	Dark Fiber Loop					
	Dark Fiber Loop Termination (Per Termination per Fiber)		\$13.02		NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)		\$0.00210		NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)		\$2.71		NA	NA
	Inquiry (Per Request)					

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ILLINOIS
Rates
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Dark Fiber Loop - NRC	NA		\$75.13	NA
	Dark Fiber Sub-Loop - NRC	NA		\$75.13	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$322.13	NA
FIRM ORDER (Per Fiber Strand)					
	Administrative per Order	NA		\$23.06	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		\$417.16	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		\$417.16	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$594.15	NA
Digital Cross-Connect System					
DCS Port Charge					
DS1		ICB		ICB	NA
DS3		ICB		ICB	NA
DCS Establishment Charge		ICB		ICB	NA
Database Modification Charge		ICB		ICB	NA
Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 443.18	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 41.59		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 41.59		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 41.59		NA	NA
	- (2) Per Quarter Route Mile	\$ 62.34		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 205.74		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 205.74		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 205.74		NA	NA
	- (2) Per Quarter Route Mile	\$ 54.20		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 848.18		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 848.18		\$ 2,819.25	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 848.18		NA	NA
	- (2) Per Quarter Route Mile	\$ 96.65		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 406.61	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 632.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 585.51	NA
DS3	Administration Charge - Per Order	NA		\$ 308.22	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 671.16	NA
	Carrier Connection Charge - Per Order	NA		\$ 377.25	NA
OC3	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
OC12	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
OC48	Administration Charge - Per Order	NA		\$ 123.65	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 564.71	NA
	Carrier Connection Charge - Per Order	NA		\$ 875.11	NA
Line Information Database - LIDB					
		USAGE			
Validation Query (Regional STP Access Includes SMS & Sleuth)		\$ 0.016151	(per query)	NA	NA
Query Transport (Regional STP Access Validation)		\$ 0.000020	(per query)	NA	NA
Validation Query (Local STP Access Includes SMS & Sleuth)		\$ 0.016151	(per query)	NA	NA
Query Transport (Local STP Access Validation)		\$ 0.000132	(per query)	NA	NA
CNAM Database Query (Regional STP Access Includes SMS)		\$ 0.009942	(per query)	NA	NA
CNAM Database Query (Local STP Access Includes SMS)		\$ 0.009942	(per query)	NA	NA
Service Order Cost		NA		\$ 25.00	NA
Service Establishment Charge		NA		NA	NA
LIDB Data Storage & Administration					
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database					
		USAGE			

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
Rates
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Toll Free Database Query (Regional STP Access)	\$	0.001129 (per query)		
	Call Handling and Destination (Regional STP Access)	\$	0.000125 (per query)		
	Toll Free Database Query (Local STP Access)	\$	0.001237 (per query)		
	Call Handling and Destination (Local STP Access)	\$	0.000234 (per query)		
SS7					
<u>SS7 Links - Cross Connects</u>					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
<u>SS7 Links</u>					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	<u>STP Port</u>	\$	263.19	\$	714.11 N/A
<u>SS7 Signalling</u>		<u>USAGE</u>			
	Signal Switching/IAM msg	\$	0.000133		
	Signal Transport/IAM msg	\$	0.000084		
	Signal Formulation/IAM msg	\$	0.000451		
	Signal Tandem Switching/IAM msg	\$	0.000299		
	Signal Switching/TCAP msg	\$	0.000108		
	Signal Transport/TCAP msg	\$	0.000057		
	Signal Formulation/TCAP msg	\$	0.000324		
	Point Code Addition	N/A		\$	24.75 N/A
	Global Title Translation Addition	N/A		\$	13.31 N/A
	Record				
	Disconnect				
<u>Unbundled Switch Port - Vertical Features</u>					
Analog Line Port Features (per feature per port):					
	Call Waiting	\$	-	TBD	N/A
	Call Forwarding Variable	\$	-	TBD	N/A
	Call Forwarding Busy Line	\$	-	TBD	N/A
	Call Forwarding Don't Answer	\$	-	TBD	N/A
	Three-Way Calling	\$	-	TBD	N/A
	Speed Calling - 8	\$	-	TBD	N/A
	Speed Calling - 30	\$	-	TBD	N/A
	Auto Callback/Auto Redial	\$	-	TBD	N/A
	Distinctive Ring/Priority Call	\$	-	TBD	N/A
	Selective Call Rejection/Call Blocker	\$	-	TBD	N/A
	Auto Recall/Call Return	\$	-	TBD	N/A
	Selective Call Forwarding	\$	-	TBD	N/A
	Calling Number Delivery	\$	-	TBD	N/A
	Calling Name Delivery	\$	-	TBD	N/A
	Calling Number/Name Blocking	\$	-	TBD	N/A
	Anonymous Call Rejection (to date only available in Texas)	NA		NA	N/A
	Remote Access to Call Forwarding (RACF)	\$	-	TBD	N/A
Analog Line Port Features:					
	Personalized Ring (per arrangement per port)	\$	-	TBD	N/A
	Hunting Arrangement (per arrangement)	\$	-	TBD	N/A
ISDN BRI Port Features (per B Channel, unless noted)					
	CSV/CSD per ISDN BRI port (required/provided)	\$	-		
Basic Electronic Key Line (EKL) Features					
Basic EKL provides:					
	Bridged Call Exclusion				
	Bridging				
	Call Forwarding Don't Answer				
	Call Forwarding Interface Busy				
	Call Forwarding Variable				
	Message Waiting Indicator				
	Speed Call (Long)				
	Speed Call (Short)				

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
Three-way Conference Calling					
Call Appearance Call Handling (CACH) EKL					
CACH EKL includes:					
Additional Call Offering (inherent)					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Intercom					
Key System Coverage for Analog Lines					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					
Basic individual features:					
Additional Call Offering					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Calling Number Delivery					
Hunt Group for CSD					
Hunt Group for CSV					
Message Waiting Indicator					
Secondary Only Telephone Number					
Three Way Conference Calling					
ISDN PRI Port Features					
Backup D Channel					
Calling Number Delivery					
Dynamic Channel Allocation					
DID #s - see Analog DID Trunk Port Features					
Analog Trunk Port Features (per feature per port)					
DID #s - per telephone number		\$	0.01	NA	
DS1 Digital Trunk Port Features (per feature per port)					
DID #s - see Analog DID Trunk Port Features					
Unbundled Centrex System Options					
System Initial Establishment per Serving Office - Analog Only		NA		\$	491.38 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA		\$	491.38 NA
System Initial Establishment per Serving Office - ISDN BRI Only		NA		\$	491.38 NA
System Subsequent Change per Serving Office - Analog only system		NA		\$	66.04 NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA		\$	66.04 NA
System Subsequent Change per Serving Office - ISDN BRI only system		NA		\$	66.04 NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex					
System feature initialization per Centrex Common Block		\$	-	\$	260.52 NA
System Features (per Centrex Common Block):		\$	304.33	NA	NA
Automatic Callback Calling/Business Group Callback					
Call Forwarding Variable/Business Group Call Forwarding Variable					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Call Waiting - Intragroup/Business Group Call Waiting					
Call Waiting - Originating					
Call Waiting - Terminating					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					

TBD -To be determined
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AMERITECH
TELEPHONE COMPANY
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing and Call Waiting Tone					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
ISDN BRI Port Features for Unbundled Centrex					
Circuit Switched Voice (CSV)/(CSD) per BRI					
Standard feature initialization per Centrex System		\$ -		\$ 260.52	NA
System features (per Centrex Common Block):		\$ 304.33		NA	NA
Additional Call Offering for CSV					
Automatic Callback Calling					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Forwarding Variable					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
Custom Access Treatment Code (TX only)					
Denied Origination (TX only)					
Denied Termination (TX only)					
Intercom Dialing (TX only)					
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
<u>RESALE</u>					
See the "Illinois Resale Pricing" schedule					
Line Connection Charge					
Residence				NA	
Business				NA	
Service Order/Service Request Charge					
Residence				\$18.85	
Business				\$14.12	
Non-Electronic (Manual) Service Order Charge					
Residence				\$24.19	
Business				\$17.17	
<u>OTHER</u>					
Directory Assistance					
Directory Assistance, per occurrence		\$ 0.30		NA	NA
Directory Assistance Call Completion (DACC)		\$ 0.15		NA	NA

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AMERITECH
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Directory Assistance/National Directory Assistance, per occurrence	\$	0.35	NA	NA
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$	800.00 NA
	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$	2,200.00 NA
	Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$	1,000.00 NA
DA Listings					
DA Listing Liscense					
	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
	- per listing for initial load	NA		\$	0.040 NA
	- per listing for subsequent updates	NA		\$	0.060 NA
	Option #2 Full File (all states inclusive) Billable Release				
	- per listing for initial load	NA		\$	0.020 NA
	- per listing for subsequent updates	NA		\$	0.030 NA
	- per usage/query	NA		\$	0.020 NA
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
	- per listing for initial load	NA		\$	0.050 NA
	- per listing for subsequent updates	NA		\$	0.060 NA
	Option #4 Pick & Choose (by state) Billable Release				
	- per listing for initial load	NA		\$	0.020 NA
	- per listing for subsequent updates	NA		\$	0.030 NA
	- per usage/query	NA		\$	0.020 NA
Operator Services					
	Fully Automated Call Processing, per occurrence	\$	0.15	NA	NA
	Operator Assisted Call Processing, per work second	\$	0.02	NA	NA
	Branding - Facility Based - Initial/Subsequent Load				
	- Branding, per trunk group	NA		\$	800.00 NA
	Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$	2,200.00 NA
	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$	1,000.00 NA
	Ancillary Message Billing Compensation (Per Message)	\$	0.03	NA	NA
Structure Access - Poles & Ducts		Annually			
	Per Pole attachment	\$	2.36	NA	NA
	Per Foot of innerduct	\$	0.41	NA	NA
	Application fee			\$	200.00
Emergency Number Service Access					
	911 Selective Router Interconnection				
	-Digital DS1 Interface	\$	198.11	\$	706.64
	-Each DSO installed	\$	-	\$	507.00
	-Analog Channel Interface	\$	19.99	\$	610.45
	ANI/ALI/SR and Database Management				
	- Per 100 records, rounded up to nearest 100	\$	77.97	\$	6.46
	911 Selective Router Switch Administration				
	-Per Selective Router	\$	91.49	\$	5,557.82
RECIPROCAL COMPENSATION					
End Office Local Termination					
	Set up charge, per call	\$	0.009512		
	Duration charge, per MOU	\$	0.000967		
Tandem Switching					
	Set up charge, per call	\$	0.000496		
	Duration charge, per MOU	\$	0.000927		
Tandem Transport Termination, per MOU					
		\$	0.000201		
Tandem Transport Facility per MOU, per Mile					
		\$	0.000013		

TBD -To be determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
TRANSIT SERVICE					
Tandem Switching					
	per minute of use	\$ 0.004836		NA	
Tandem Termination					
	per minute of use	\$ 0.000189		NA	
Tandem Facility					
	per minute of use	\$ 0.000093		NA	
COLLOCATION					
Applicable to Cageless Physical Collocation Only					
	Order Charge/Connect Order			\$ 401.98	
	Order Charge/Disconnect Order			\$ 10.22	
	COBO per Initial bay			\$ 18,591.79	
	50%			\$ 9,295.90	
	25%			\$ 4,647.95	
	COBO ea addl bay			\$ 4,180.28	
	50%			\$ 2,090.14	
	25%			\$ 1,045.07	
	CO Floor Space/bay	\$ 32.60			
	COBO per Initial Large bay			\$ 22,527.60	
	50%			\$ 11,263.80	
	25%			\$ 5,631.90	
	COBO ea addl Large bay			\$ 6,011.88	
	50%			\$ 3,005.94	
	25%			\$ 1,502.97	
	Order Charge/Connect Order			\$ 401.98	
	CO Floor Space/Large bay	\$ 174.62			
Applicable to Caged Physical & Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			\$ 554.01	
	Order Charge/Disconnect order			\$ 10.22	
	COBO per initial 50 sqft			\$ 32,844.67	
	50%			\$ 16,422.34	
	25%			\$ 8,211.17	
	COBO ea addl 50 sqft			\$ 12,021.33	
	50%			\$ 6,010.67	
	25%			\$ 3,005.33	
	Enclosure 1st 50 sqft			\$ 2,957.51	
	enclosure ea addl 50 sqft			\$ 1,353.70	
	CO floor space/50 sqft	\$ 300.71			
Applicable to All Physical Collocation Offerings:					
	Cable Pulling Ca Vault to Node -1st ft			\$ 84.93	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.84	
	Power Delivery/Power lead			\$ 1,802.03	
	Space Reservation			\$ 801.93	
	Entrance Conduit/innerduct/ft	\$ 0.06			
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.57			
	Passive bay Term (bay&Panel)/DS3 term	\$ 7.29			
	200 Conductor Block (outside node)	\$ 64.25			
	Digital Timing Source/synch signal provided	\$ 12.81			
	DS1 repeater	\$ 5.95			
	DS3 repeater	\$ 34.51			
	Security Photo ID card/card			\$ 10.09	
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			\$ 209.75	
	Cable Vault Splicing - per subsequent			\$ 15.55	
	Splice Testing - per Initial			\$ 48.13	
	Splice Testing - per subsequent			\$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			\$ 227.60	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
	Diverse Riser/ftr traversed			\$ 501.99	
	Power Consumption/Fuse Amp	N/A			

TBD -To be determined
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AMERITECH
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APPENDIX PRICING
AMERITECH/TDS METROCOM

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Power Msmt Billing/Customer Arrgt	\$	11.49		
	Power Consumption/KWH	\$	0.28		
	Power Msmt/Customer Arrgt			\$	2,911.85
	Power Msmt Enrg Charge/Existing Arrgt			\$	272.47
	200 Conductor Electrical Cross Connect Block	\$	64.25		
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$	15.21		
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$	48.56		
	Optical Cross-Conn panel/OCX Panel segment	\$	5.84		
	Riser space/ft	\$	1.15		
<u>Applicable to Virtual Collocation Only</u>					
	Service Order			\$	115.26
	Cable Pulling-Vault to LGX Panel- 1st ft			\$	84.93
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$	0.84
	Proj Mgmt Fee 7' bay			\$	3,207.73
	Proj Mgmt Fee - ea subs 7' bay			\$	1,603.87
	Proj Mgmt Fee shelf			\$	2,405.80
	Proj Mgmt Fee - ea addl shelf			\$	1,443.48
	Proj Mgmt Fee - per rearrangement			\$	1,924.64
	Power Delivery/7' Bay			\$	1,802.03
	Thru Connect per DSX1 to DSX1	\$	0.24	\$	7.13
	Thru Connect per OCX to OCX	\$	1.72	\$	7.13
	7' bay (Co. provided/installed)/bay	\$	26.28	\$	452.34
	7' bay (cust provided/installed)/bay	\$	22.34		
	Riser Space/fiber termination	\$	1.51		
	Digital Timing Source/timing ckt	\$	2.57		
	Entrance Facility/ft	\$	0.06		
<u>Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)</u>					
	Cable Racking/ft	\$	0.70		
	Project Mgmt Fee			\$	1,028.66
<u>Premises Report</u>					
	Premises Report			T&M	
	Note: T & M - Time and Materials				

Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		\$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		\$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	
* XDSL Promotion				
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		\$ 8.55	See NRC Prices Below	
Access Area B - Suburban		\$ 5.30	See NRC Prices Below	
Access Area A - Metro		\$ 1.94	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology				
Access Area C - Rural		\$ 19.97	See NRC Prices Below	
Access Area B - Suburban		\$ 12.61	See NRC Prices Below	
Access Area A - Metro		\$ 3.06	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	

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Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology		N/A	N/A	
Access Area C - Rural		\$ 8.55	See NRC Prices Below	
Access Area B - Suburban		\$ 5.30	See NRC Prices Below	
Access Area A - Metro		\$ 1.94	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology		N/A	N/A	
Access Area C - Rural		N/A	N/A	
Access Area B - Suburban		N/A	N/A	
Access Area A - Metro		N/A	N/A	

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Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge			\$ 9.88	
Loop Connection Charge			\$ 18.81	
# UNE-P Promotion		N/A	N/A	
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop				
2-Wire Analog Loop	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

By and Between

AMERITECH ILLINOIS

AND

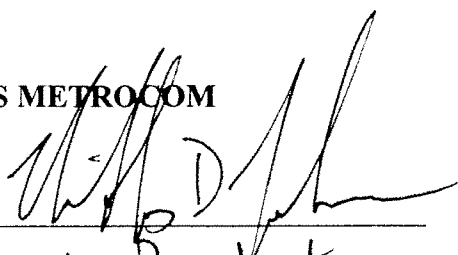
TDS METROCOM

The Interconnection Agreement, dated September 21, 2001 ("the Agreement"), by and between Ameritech Illinois ("AMERITECH") and TDS Metrocom ("CLEC") is hereby amended as follows:

- (1) Addition of Appendix Illinois Recourse Credits
- (2) Table of Contents modified to add additional Appendix
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- (4) This Amendment is intended to supersede and replace any provisions by which Ameritech was required to reimburse CLEC for amounts paid to CLEC's end users for failure to meet any performance or service related obligations. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (5) This Amendment shall be filed the Illinois Commerce Commission ("ICC") and shall become effective ten (10) days following such filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 200_, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS METROCOM

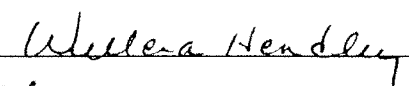
By: 

Title: Vice President

Name: Nicholas D. Jackson
(Print or Type)

Date: 11/26/02

SBC Telecommunications, Inc.
as agent for Ameritech Illinois

By: 

Title: President - Industry Markets

Name: Willena Hendley
(Print or Type)

Date: DEC 10 2002

APPENDIX ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **Ameritech-Illinois** means Illinois Bell Telephone Company.
- 1.3 As used herein, **Consequential Damages** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, **Customer Credits** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, **Local Exchange Service Obligations** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, **Recourse Credits** shall mean those credits that **Ameritech-Illinois** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **Ameritech-Illinois**.
- 1.7 As used herein, **Recourse Credit Claim Form** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **Ameritech-Illinois** to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: <https://clec.sbc.com>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **Ameritech-Illinois** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to **Ameritech-Illinois'** Local Service Center [specify address] by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **Ameritech-Illinois**.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **Ameritech-Illinois**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to **Ameritech-Illinois** that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from Ameritech-Illinois was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
- 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
 - 2.4.2 The specific Local Exchange Service Obligation that was violated;
 - 2.4.3 Brief statement as to how the alleged actions or inactions of **Ameritech-Illinois**, or alleged failure or deficiency in any network element or service provided by **Ameritech-Illinois** to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
 - 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3.0 RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 **Ameritech-Illinois** shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which **Ameritech-Illinois** disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by **Ameritech-Illinois** within the thirty (30) calendar day period shall be reimbursed by **Ameritech-Illinois**, subject to **Ameritech-Illinois'** right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by **Ameritech-Illinois**, the parties shall use the dispute resolution process set forth in the Agreement.

4.0 LIMITATION OF LIABILITY

- 4.1 **Ameritech-Illinois** shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 **Ameritech-Illinois** shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that **Ameritech-Illinois** is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5.0 METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on **Ameritech-Illinois'** invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the **Ameritech-Illinois'** receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by **Ameritech-Illinois** after dispute resolution negotiations pursuant to Section 3.2 shall be credited to CLEC on **Ameritech-Illinois'** invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that **Ameritech-Illinois** that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on **Ameritech-Illinois'** invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.
- 5.2 Where reimbursement is to be made by credit on **Ameritech-Illinois'** invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which **Ameritech-Illinois** is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by **Ameritech-Illinois** which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by **Ameritech-Illinois** or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by **Ameritech-Illinois**, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by **Ameritech-Illinois** to the date of payment.

6.0 OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to **Ameritech-Illinois** to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify **Ameritech-Illinois** of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), **Ameritech-Illinois** may recover the amount of such inappropriate credits on **Ameritech-Illinois'** upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with **Ameritech-Illinois'** notice and **Ameritech-Illinois** may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.
- 6.2 If **Ameritech-Illinois** denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, **Ameritech-Illinois** shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in **Ameritech-Illinois** failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, **Ameritech-Illinois** shall provide such Recourse Credit not less than thirty (30) Business Days after **Ameritech-Illinois** agrees that such Recourse Credit should have been paid.

7.0 RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject

- addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.
- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC**Illinois Recourse Credit Claim**

Date Submitted: _____

CARRIER NAME: _____ END USER CUSTOMER AFFECTED NAME: _____

CARRIER Billing Account Number: _____ END USER CUSTOMER AFFECTED TEL. NO.: _____

Check Applicable Claim(s) Below and Provide Requested Information

___ Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* : _____

Ticket number: _____

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____

Amount of Credit issued to end user Customer: \$ _____

Applicable Credit (Check/Circle One): Pro-Rata _____ 1/3 _____ 2/3 _____ 100% _____

Number of Additional Days _____ @ \$20/day _____ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

___ New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service: _____

Requested Installation Date: _____

Date/Time Order Received by Company* : _____ Date Installed: _____

Order number: _____

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____

Amount of Credit Issued to end-user Customer: \$ _____

Applicable Credit (Check/Circle One): 50% _____ 100% _____

Number of Additional Days _____ @ \$20/day _____ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

___ Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Order number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

___ Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Ticket number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

****Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:****COMPANY* RESOLUTION/RESPONSE****Company* Contact:**

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Partially Accepted: _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to Ameritech

AMENDMENT

TO INTERCONNECTION AGREEMENT

By and Between

ILLINOIS BELL TELEPHONE COMPANY

AND

TDS METROCOM, INC.

The Interconnection Agreement, dated September 21, 2001 (“the Agreement”) by and between Illinois Bell Telephone Company (“AMERITECH ILLINOIS”) and TDS Metrocom, Inc. (“REQUESTING CARRIER”) is hereby amended as follows:

- (1) Replace the current language in Section 9.3.1 of the DSL Appendix with the following:

If the CLEC opens a trouble ticket for the HFPL portion of the loop to AMERITECH-ILLINOIS and the problem is determined to be in the CLEC’s network, the CLEC will pay AMERITECH-ILLINOIS the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where AMERITECH-ILLINOIS determines in error that the trouble is in CLEC’s network, and CLEC subsequently finds the trouble resides in AMERITECH-ILLINOIS network, CLEC will be credited for all AMERITECH-ILLINOIS trouble isolation costs on the original trouble ticket, and, if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AMERITECH-ILLINOIS after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-ILLINOIS could charge CLEC under AMERITECH-ILLINOIS’ tariff for the same service, provided that CLEC’s time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AMERITECH-ILLINOIS may pay such charges to CLEC by means of an identifiable credit on CLEC’s account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

- (2) Insert the following text as Section 16.6.8 of the UNE Appendix:

In response to a trouble ticket initiated by CLEC where AMERITECH-ILLINOIS determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in AMERITECH-ILLINOIS network, CLEC will be credited for all AMERITECH-ILLINOIS trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge AMERITECH-ILLINOIS after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that AMERITECH-ILLINOIS could charge CLEC under AMERITECH-ILLINOIS's tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that AMERITECH-ILLINOIS may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

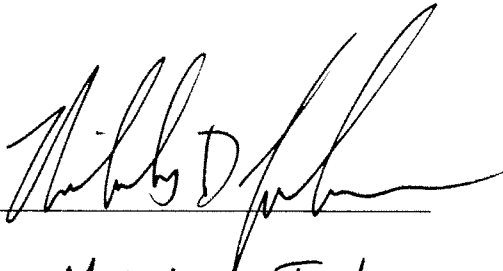
- (3) All other terms and conditions of the Agreement remain unchanged.
- (4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or state or federal regulatory body upon the written request of either Party. In the event of any such actions, the Parties shall

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expend diligent efforts to arrive at an agreement regarding 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.

- (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) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17 day of January, ~~2002~~²⁰⁰³, by Illinois Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS METROCOM

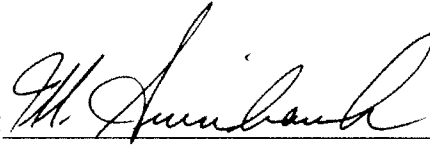
By: 

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President

Date: 1/3/03

**ILLINOIS BELL TELEPHONE COMPANY,
By SBC Telecommunications, Inc.,
its authorized agent**

By: 

Name: Mike Auinbauh
(Print or Type)

Title: *For* President-Industry Markets

Date: JAN 17 2003

AMENDMENT
TO INTERCONNECTION AGREEMENT

By and Between

ILLINOIS BELL TELEPHONE COMPANY

AND

TDS METROCOM, LLC

The Interconnection Agreement, dated September 21, 2001 (“the Agreement”) by and between Illinois Bell Telephone Company (“AMERITECH ILLINOIS”) and TDS Metrocom, LLC as a successor in interest to TDS Metrocom, Inc. (“CLEC”) is hereby amended as follows:

(1) The Appendix PERFORMANCE MEASUREMENTS is hereby replaced by the attached Appendix PERFORMANCE REMEDY PLAN - ILLINOIS.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.

(3) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission (“ICC”). Provided that the Parties execute this Amendment by October 21, 2002, after approval by the ICC, the Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins October 1, 2002. In the event that the Parties execute this document after October 21, 2002, the Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the ICC approves this Amendment.

(4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Intercarrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, LLC
Successor in interest to
TDS Metrocom, Inc.

Signature: _____

Name: Nicholas D Jackson
(Print or Type)

Title: Vice President

Date: Feb 3, 2003

AECN _____
(Facility Based – if applicable)

Illinois Bell Telephone Company,
by SBC Telecommunications, Inc.,
its authorized agent

Signature: _____

Name: SUEAN L. WEST
(Print or Type)

Title: for President - Industry Markets

Date: February 10, 2003

APPENDIX PERFORMANCE MEASUREMENTS

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2. INCORPORATION OF RESULTS OF DOCIKET 01-0120 AND RESERVATION OF RIGHTS.....	4

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AM-IL's Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company (AM-IL), Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IL means the above listed ILEC doing business in Illinois.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Illinois, Merger Conditions shall mean those conditions related to the SBC Ameritech merger ordered under the Illinois Commerce Commission ("ICC") Docket Number 98-0555.
- 1.6 The Performance Measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AM-IL is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.7 The measurement data herein shall be collected, reported and used to calculate Remedy Payments on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 1.8 The Business Rules for the Performance Measurements and Performance Remedy Plan are available on SBC's CLEC website.

2. INCORPORATION OF THE REQUIREMENTS OF ICC DOCKET 01-0120 AND RESERVATION OF RIGHTS

- 2.1 This Appendix incorporates by reference the Performance Measurements, Performance Remedy Plan, and associated Business Rules developed pursuant to the Merger Conditions, including the modifications to the Performance Remedy Plan ordered by the ICC in its July 10, 2002 Order in Docket 01-0120 ("July 10th Order"). It is AM-IL's position that pursuant to the Merger Conditions, and the July 10th Order, the Performance Measurements, Performance Remedy Plan, and associated Business Rules expired on October 8, 2002. However, the ICC's Order on Reopening dated October 1, 2002, mandated that the Performance Measurements, Performance Remedy Plan, and associated Business Rules be made available without the expiration date of October 8, 2002 ("the Docket 01-0120 Performance Remedy Plan"). Therefore as ordered by the ICC, AM-IL is providing the Docket 01-0120 Performance Remedy Plan solely by reason of the Order on Reopening and not on a voluntary basis or pursuant to the negotiation provision described in 47 U.S.C. § 252(a)(1). Each Party specifically reserves any and all rights and remedies it may have to challenge the ICC orders issued in Docket 01-0120, or any further ICC orders regarding performance measurements, business rules and remedies, under state and federal law. In the event that the ICC's orders in Docket 01-0120 or any of the laws, regulations or Commission orders that were the basis or rationale for such orders in Docket 01-0120, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, implementation of the Docket 01-0120 Performance Remedy Plan shall cease consistent with such action and the Docket 01-0120 Performance Remedy Plan shall be replaced by the attached Illinois Compromise Remedy Plan, which is the product of good faith negotiations pursuant to 47 U.S.C. § 252(a)(1). In such event, the effective date of the Illinois Compromise Remedy Plan shall be made retroactive to the effective date of the amendment that incorporated this Appendix (or the effective date of the Agreement if this Appendix is part of the original filed Interconnection Agreement). Consistent with this retroactive effective date, all payments made or owed pursuant to the Docket 01-0120 Performance Remedy Plan will be trued-up or trued-down as appropriate. However, Tier 2 payments shall not be adjusted retroactively pursuant to this section except on further order of the Commission or a court. Finally, the Illinois Compromise Remedy Plan will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.
- 2.2 In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10th Order, AM-IL shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AM-IL's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

Ameritech Illinois
Performance Remedy Plan
Description

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TDS and compare that performance to Ameritech's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 Ameritech agrees to provide TDS a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1. Ameritech will not levy a separate charge for provision of the data to TDS called for under this document. Upon TDS's request, data files of TDS's raw data, or any subset thereof, will be transmitted to TDS. If TDS's request is transmitted to Ameritech on or before the last day of the month for which data is sought, Ameritech shall provide the data to TDS on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If TDS's request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to TDS within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 Ameritech will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and TDS) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and TDS are compared. This statistical test will compare the TDS performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is

through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

- 3.0 For purposes of this document, performance for TDS on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and TDS are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma^2_{\text{ILEC}} (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}})]$
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{SQRT} \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$

$$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$$

$$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$$

$$\sigma_{\text{DIFF}} = \text{SQRT} \left\{ \left[\left(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}} \right) \div \left(\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}} \right) \right] * \left(1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}} \right) \right\}$$

4.0 Qualifications to use Z-Test:

- 4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3. In calculating the difference between the performances, the formulas defined above apply when a larger TDS value indicates a higher quality of performance. In cases where a smaller TDS value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4. For measurements where the performance delivered to TDS is compared to Ameritech performance and for which the number of data points are 29 or less for either TDS or Ameritech, Ameritech will apply the following alternatives for compliance.
 - 4.4.1. Alternative 1 (used only in the following situations: 1) for a measure where results for both TDS and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):
Ameritech applies the Z-Test as described in section 3.0.
 - 4.4.2. Alternative 2 (used in all situations except those defined above for Alternative 1):
For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T .
- (2) Pool and mix the TDS and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original TDS data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_s) for this sample.
- (5) Repeat steps 3 and 4 for the remaining $T-1$ sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_s results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P , divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5. Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1. Ameritech will pay Liquidated Damages to TDS according to the terms set forth in this document.
- 5.2. Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3. Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

- 5.4. Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by TDS) Interconnection Agreement amendment, terms of which have been agreed to by both TDS and Ameritech Illinois, referencing this plan; or if TDS interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Illinois will not unnecessarily delay filing of the Interconnection Agreement or amendment once both TDS and Ameritech Illinois have signed.
- 5.5. Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require Ameritech to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), Ameritech will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.
- 5.6. In order to receive payment by check TDS must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1. Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to TDS. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and TDS agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and TDS further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2. Ameritech’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and TDS agree that TDS may not use: (1) the existence of this enforcement plan; or (2) Ameritech’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as

evidence that Ameritech has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Ameritech's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages a TDS might recover. Whether or not the nature of damages sought by TDS is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.

- 6.3. Ameritech shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4. Every six months, TDS may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.
- 6.5. TDS and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that TDS requests such consultation and the issues raised by TDS have not been resolved within 45 days after TDS's request for consultation, then Ameritech will allow TDS to have an independent audit conducted, at TDS's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by TDS, or if any new problem is identified, Ameritech shall reimburse TDS any expense incurred by TDS for such audit. TDS may not request more than one audit per four calendar months under this section, and may not request

an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify TDS's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

- 6.6. Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 98-0555. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.

7.0 Exclusions Limited

- 7.1. Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2. In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3. In any event where Ameritech believes there has been an act or omission by TDS that is contrary to any of TDS's obligations under its interconnection agreement with Ameritech or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall pay one-half of

the Tier 1 remedies to TDS while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by TDS.

- 7.4. Ameritech Illinois and TDS agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Illinois interconnection agreement with TDS) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Illinois interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. TDS further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Illinois interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Illinois interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to TDS, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5. Whenever Ameritech Tier 1 payments to TDS in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to TDS (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, Ameritech

must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner under the process set forth in the Procedural Rules. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to TDS for three consecutive months on 20% or more of the measures reported to TDS, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to TDS for that period under the enforcement terms set out here, then TDS may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding TDS will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6. Ameritech Illinois's Tier 1 remedy liability to TDS in any month will not exceed (will be capped at) the total billed revenue due Ameritech Illinois for services provided to TDS in the same month for which the remedy liability was incurred.
- 7.7. Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8. With respect to any interconnection agreement, Ameritech or TDS may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to TDS:

- 8.1. Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section 3 above.
- 8.2. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Illinois met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category

shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as “Measurements That Are Subject to Per Measure Damages or Assessments,” liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in “Methods of Calculating Liquidated Damages and Assessment Amounts,” below.

- 8.3. TABLE 1 and TABLE 2 utilize an Index Value (“IV”) that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month’s results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

$$\begin{aligned} RSM_{passed} &= \text{Total number of Remedied Sub-Measure results where} \\ &\quad \text{performance met or exceeded the standard of comparison} \\ RSM_{total} &= \text{Total count of Remedied Sub-Measure results} \end{aligned}$$

- 8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month’s IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.
- 8.5. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:
- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or

- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for TDS is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for TDS, Ameritech will have to provide TDS three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7. During this “proof of compliance” period, Ameritech will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for TDS. This remedy payment amount will return to the lowest level of payment when Ameritech provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8. Ameritech Illinois is obligated to correctly and completely report performance results for TDS and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Illinois will provide notice, via the CLEC OnLine web site, to TDS and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9. In the event that performance measurement results need to be restated, Ameritech will restate those results as soon as possible for a period not to exceed the three months

prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

- 8.10. If it is determined through restatement of performance results or other means that Ameritech Illinois underpaid liquidated damages due TDS, or assessments due the State, Ameritech Illinois will make additional payment/bill credit to TDS and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to TDS and/or assessments to the State will be offset by the amount of overage.
- 8.11. Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that TDS owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Illinois will, at request of TDS, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to TDS within 30 days of TDS’s request. If TDS assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the TDS account and the operational area(s) impacted. A response will be provided to TDS senior management within 10 business days of receipt of the escalation from TDS.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13. Example Application of “Step-Down” Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for “Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance”, or the “Four Months” column in this example, then looking at the row for “Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month”, or the “One Month” row in this example. The intersecting cell indicates that remedies would be paid at the “Month Three Amount”, or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1. Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as “Remedied” when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30)

performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

- 9.2. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1. If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2. If Ameritech alters previously reported data for TDS, and after discussions with Ameritech TDS disputes such alterations, then TDS may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”
- 10.3. When Ameritech performance creates an obligation to pay liquidated damages to TDS or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to TDS for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, TDS must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC website. For each day after the due

date that Ameritech fails to pay the required amount, Ameritech will pay interest to TDS at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4. Ameritech may not withhold payment of liquidated damages to TDS unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by TDS as more fully described in Section 7.2 and 7.3.

10.5. TDS will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for TDS, the aggregate of all CLECs, and Ameritech.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1. Calculating Tier 1 Liquidated Damages

11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2. Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for TDS and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for TDS that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for TDS and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2. Calculating Tier 2 Assessments

- 11.2.1. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2. Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3. Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4. Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3. The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates

- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4. The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5. The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Illinois) (a document available from CLEC Account Managers or found on the Ameritech Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – Ameritech Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, AIT will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and AIT will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE- P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
TDS METROCOM, INC.**

This Amendment to the 13 State Interconnection Agreement (the "Amendment") is dated as of _____, 2004, by and between Illinois Bell Telephone Company¹ d/b/a SBC ILLINOIS ("SBC ILLINOIS") and TDS Metrocom, LLC (f/k/a TDS Metrocom, Inc.), with its principal offices at 525 Junction Road, Suite 6000, Madison, Wisconsin, 52717, ("TDS Metrocom, LLC").

WHEREAS, SBC Illinois and TDS Metrocom, Inc. ("TDS Metrocom, Inc.") are the parties to that certain "Interconnection Agreement" dated as of September 21, 2001 (the "Agreement"); and

WHEREAS, TDS Metrocom, Inc. has changed its name to "TDS Metrocom, LLC", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois and TDS Metrocom, LLC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "TDS Metrocom, Inc." to "TDS Metrocom, LLC."
2. SBC Illinois shall reflect that name change from "TDS Metrocom, Inc." to "TDS Metrocom, LLC" only for the main billing account (header card) for each of the accounts previously billed to TDS Metrocom, Inc. SBC Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Illinois'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, TDS Metrocom, LLC affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by TDS Metrocom, Inc. with SBC Illinois for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, TDS Metrocom, LLC shall operate with SBC Illinois under the "TDS Metrocom, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under TDS Metrocom, LLC, and labeling (including re-labeling) equipment and facilities with TDS Metrocom, LLC.
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. 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

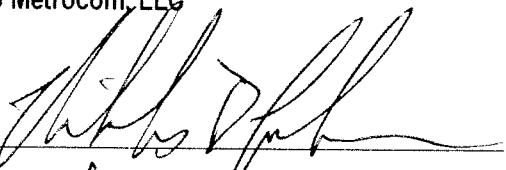
¹ Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

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 Inter-carrier 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).

7. This Amendment shall be effective upon approval by the Illinois Commerce Commission.

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

TDS Metrocom, LLC

By: 

Name: Nicholas D Jackson
(Print or Type)

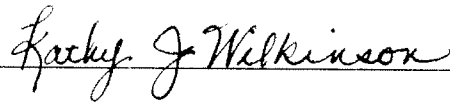
Title: Vice President
(Print or Type)

Date: 12/13/04

FACILITIES-BASED OCN # 2320

ACNA MSU

Illinois Bell Telephone Company d/b/a SBC Illinois by
SBC Telecommunications, Inc., its authorized agent

By: 

Name: Kathy J. Wilkinson
(Print or Type)

Title: For/ Senior Vice President-Industry Markets
& Diversified Businesses

Date: 12-21-04

AMENDMENT NO. ____
TO INTERCONNECTION AGREEMENT

By and Between

**Illinois Bell Telephone Company
d/b/a SBC Illinois**

AND

TDS Metrocom, LLC

**RECIPROCAL COMPENSATION AMENDMENT (ADOPTING FCC INTERIM
ISP TERMINATING COMPENSATION PLAN)**

This Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) ("Amendment") between SBC Telecommunications, Inc. on behalf of and as agent for Illinois Bell telephone Company d/b/a SBC Illinois (hereinafter "SBC Illinois") and TDS Metrocom, LLC ("TDS").

WHEREAS, SBC Illinois and TDS entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of Illinois that was approved by the Illinois Commerce Commission (the "ICA");

WHEREAS, for the state of Illinois, the Parties desire to enter into an amendment to the current ICA setting forth the terms, conditions and rates for invoking the FCC's interim ISP terminating compensation plan on and after September 1, 2003; and

WHEREAS, TDS claims it is entitled to certain billing records for Unbundled Network Elements;

WHEREAS, SBC Illinois disputes TDS's claim that it is entitled to obtain certain UNE billing records; and

WHEREAS, in order to effectuate such compromise and settlement, the Parties wish to enter into this Amendment to memorialize certain of the terms and conditions of such compromise and settlement.

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:

1.0 Scope of Agreement

1.1 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying ICA that set forth rates, terms and conditions for the terminating compensation for ISP-bound traffic lawfully compensable under 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").

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the underlying ICA, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties in accordance with the change of law, intervening law or regulatory change provisions of the underlying ICA.

2.0 Scope of Amendment

2.1 The Parties agree to amend the underlying ICA with the provisions set forth in Exhibit A.

2.2 In addition, the Parties agree to amend the underlying ICA with the following:

Although SBC Illinois disputes any obligations to do so, in an effort to facilitate more accurate billing, commencing on January 1, 2004, and thereafter, SBC Illinois agrees that by the 15th calendar day each month, SBC Illinois will transmit to TDS summary record detail for UNE-P originated traffic destined for TDS in the state of Illinois ("**Billing Records**"). The format of such billing records shall be at SBC Illinois's discretion but shall include the following: state, company identifier, date, originating and terminating WTN, and volume. In the event SBC Illinois provides such records to TDS by the 15th calendar day of the month, TDS

shall ensure that the usage on this report is not included as usage on any reciprocal compensation or access bills that TDS issues to SBC Illinois. In the event TDS receives such information after the 15th calendar day of the month, TDS shall make every reasonable effort to credit SBC Illinois for such usage on the immediately following invoice. If, in TDS's reasonable opinion, the delayed receipt of such records makes it impossible for TDS to credit SBC Illinois on the immediately following invoice, credit will be issued on the next succeeding invoice.

3.0 Miscellaneous

3.1 This Amendment will be effective September 1, 2003 ("Effective Date") and will apply to all ISP-Bound Traffic exchanged between SBC Illinois and TDS on and after that date, contingent upon any necessary commission approval of the Amendment.

3.2 To the extent that compensation for intercarrier traffic on or after September 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after September 1, 2003.

3.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

3.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

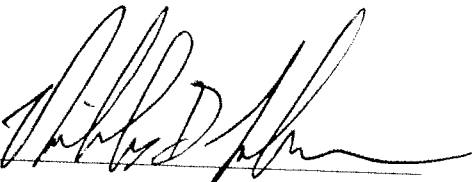
3.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

3.6 "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: the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on 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 the MFN Agreement 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). The Parties acknowledge and agree that SBC Illinois has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Illinois and as of the date of that election by SBC Illinois, the FCC Plan shall apply to this Agreement, as more specifically

provided for in this Amendment. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement."

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) was exchanged in triplicate on this 21 day of December, 2004, by SBC Illinois, signing by and through its duly authorized representative, and TDS, signing by and through its duly authorized representative.

TDS Metrocom, LLC

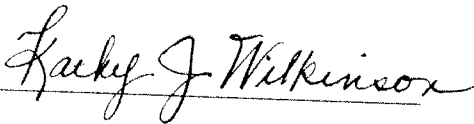
By: 

Title: Vice President
(Print or Type)

Name: Nicholas D Jackson
(Print or Type)

Date: 12/13/04

**Illinois Bell Telephone Company
d/b/a SBC Illinois by SBC
Telecommunications, Inc., its Authorized
Agent**

By: 

Title: For/ Senior Vice President-
Industry Markets and Diversified Businesses

Name: Kathy J. Wilkinson
(Print or Type)

Date: 12-21-04

EXHIBIT A

1. Scope of Amendment

- 1.1 SBC Illinois made an offer to all telecommunications carriers in the state of Illinois (the "Offer") to exchange traffic on and after September 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim 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).
- 1.2 The purpose of this Amendment is to include in TDS's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").

2. Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 SBC Illinois and TDS hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic. Notwithstanding anything contrary in this Amendment, the rebuttable presumption in Section 2.3 applies to TDS.
 - 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic at a rate of \$.0007 per minute of use.
 - 2.2.3 Payment of Reciprocal 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. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry

standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TDS and SBC Illinois agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TDS and SBC Illinois exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. 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 and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TDS and SBC Illinois will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights and Additional Change of Law Provisions

- 3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they 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). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by

either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission (“FCC”) whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

- 3.2 If a final, legally binding FCC order related to intercarrier compensation becomes effective including, without limitation, an FCC order that is issued upon the conclusion of the FCC’s Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Interccarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (collectively referred hereto as an “FCC Order:”), the affected provisions of this Agreement relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective.

**ICC JUNE 9, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC June 9, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC Illinois")¹ and TDS Metrocom, LLC ("CLEC").

WHEREAS, SBC Illinois and CLEC are parties to an interconnection agreement that was previously submitted to the Illinois Commerce Commission ("ICC") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the ICC issued an order ("Order") in Docket No. 02-0864, on June 9, 2004, approving certain Illinois-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order; and

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

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

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
 - 2.1.2 Subject to Section 2.3, and except to the extent otherwise specified in Attachment A, the new rates and rate structures shall begin to apply on June 25, 2004. That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 3 of this Amendment) back to June 25, 2004 (with SBC Illinois performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations

¹Illinois Bell Telephone Company (previously referred to as "Illinois Bell") is a wholly-owned subsidiary of Ameritech Corporation that offers telecommunications services, and now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

under ICC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.2 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between CLEC and SBC Illinois following ICC approval or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law, or (ii) June 25, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after June 25, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Illinois following the ICC's order approving the adopting CLEC's Section 252(i) adoption or, if absent such ICC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.
- 2.4 To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the ICC under Section 252(e) of the Act or, absent such ICC approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the ICC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the ICC; provided, however, that failure to reach such mutually acceptable new provisions within ten (10) days after such suspension shall permit either party to terminate this Amendment upon five (5) days' written notice to the other.

4. TERM OF AMENDMENT

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

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 5.1 The Parties acknowledge and agree that this Amendment is the result of ICC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

- 6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change

provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, *et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003).

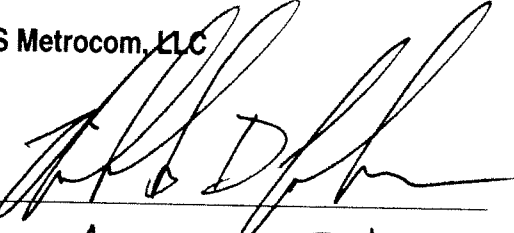
- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other ICC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.3 Notwithstanding this Amendment and without limiting Section 6.3, SBC Illinois (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other ICC order (including the Illinois-specific requirements regarding wholesale subject matters addressed therein). SBC Illinois (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC

By: 

Printed: Nicholas D Jackson

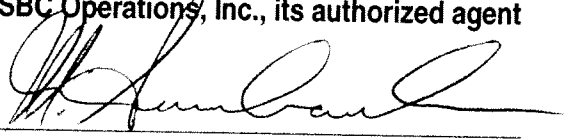
Title: Vice President

Date: 4/20/05

FACILITIES-BASED OCN # 2320

ACNA MSN

Illinois Bell Telephone Company d/b/a SBC Illinois
by SBC Operations, Inc., its authorized agent

By: 

Printed: Mike Auinbauh

Title: AVP-Local Interconnection Marketing

Date: 4-25-05

ATTACHMENT A

ICC 02-0864
SBC Illinois/TDS METROCOM, LLC
070704

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	Footnote
2		<u>NETWORK ELEMENTS</u>				
3		<u>Loops</u>				
4		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40	See NRC prices below	
6		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91	See NRC prices below	
7		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11	See NRC prices below	
8		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13	See NRC prices below	
9		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71	See NRC prices below	
10		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11	See NRC prices below	
11		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28	See NRC prices below	
12		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94	See NRC prices below	
13		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24	See NRC prices below	
14		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30	See NRC prices below	
15		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62	See NRC prices below	
16		Conditioning for dB Loss		NA	See NRC prices below	
17		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27	See NRC prices below	
18		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25	See NRC prices below	
19		4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 34.97	See NRC prices below	
20		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44	See NRC prices below	
21		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76	See NRC prices below	
22		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24	See NRC prices below	
23		4-Wire Digital - Metro (Access Area A)	4U1XA	\$ 27.72	See NRC prices below	
24		4-Wire Digital - Digital - Suburban (Access Area B)	4U1XB	\$ 40.49	See NRC prices below	
25		4-Wire Digital - Rural (Access Area C)	4U1XC	\$ 53.82	See NRC prices below	
26		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73	See NRC prices below	
27		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76	See NRC prices below	
28		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15	See NRC prices below	
29						
30		<u>DSL Capable Loops</u>				
31		2-Wire xDSL Loop				
32		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09	See NRC prices below	
33		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57	See NRC prices below	
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81	See NRC prices below	
35						
36		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09	See NRC prices below	
37		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57	See NRC prices below	
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81	See NRC prices below	
39						
40		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09	See NRC prices below	
41		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57	See NRC prices below	
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81	See NRC prices below	
43						
44		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09	See NRC prices below	
45		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57	See NRC prices below	

ATTACHMENT A

ICC 02-0864
SBC Illinois/TDS METROCOM, LLC
070704

46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.81	See NRC prices below	
47							
48		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	5.09	See NRC prices below	
49		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.57	See NRC prices below	
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.81	See NRC prices below	
51							
52		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	5.09	See NRC prices below	
53		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.57	See NRC prices below	
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.81	See NRC prices below	
55							
56		4-Wire xDSL Loop					
57		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	7.93	See NRC prices below	
58		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.93	See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	33.59	See NRC prices below	
60							
61		<u>IDSL Capable Loop</u>					
62		IDSL Loop Access Area A - Metro	UY5FA	\$	5.44	See NRC prices below	
63		IDSL Loop Access Area B - Suburban	UY5FB	\$	17.76	See NRC prices below	
64		IDSL Loop Access Area C - Rural	UY5FC	\$	22.24	See NRC prices below	
65							
66		<u>Loop Non-Recurring Charges</u>					
67		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Discon	SEPUP		\$ 11.27	/1/	
68	*	Service Order - Initial (Connect)	PENDING	NA	\$ 6.76	/2/	
69		Service Order - (Disconnect)	PENDING		\$ 6.36	/2/	
70	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	REAH9	NA	\$ 6.76		
71	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	NR9UP	NA	\$ 5.78		
72	*	Line Connection charge - analog Loop - Per Termination (connect + disconnect)	SEPUC	NA	\$ 50.13	/1/	
73		Line Connection (Connection)	PENDING		\$ 43.97	/2/	
74		Line Connection (Initial)	PENDING		\$ 49.00	/2/	
75		Line Connection (Additional)	PENDING		\$ 33.92	/2/	
76		Line Connection (Disconnect)	PENDING		\$ 8.68	/2/	
77		Line Connection (Disconnect- Initial)	PENDING		\$ 9.50	/2/	
78		Line Connection (Disconnect- Additional)	PENDING		\$ 7.03	/2/	
79		Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect)	NR90R		\$ 16.74	/1/	
80		Service Ordering -(DS1) - Administrative Charge (Connect)	PENDING		\$ 10.64	/2/	
81	*	Service Ordering -(DS1) - Administrative Charge (Disconnect)	PENDING	NA	\$ 8.60	/2/	
82		Service Provisioning (DS1) (Connect + Disconnect)	NR90U		\$ 206.06	/1/	
83	*	DS1 - Design & Central Office (connect- Initial)	PENDING	NA	\$ 200.75	/2/	
84		DS1 - Design & Central Office (connect- Additional)	PENDING		\$ 100.57	/2/	
85		DS1 - Design & Central Office (Disconnect Initial)	PENDING		\$ 7.49	/2/	
86		DS1 - Design & Central Office (Disconnect Additional)	PENDING		\$ 5.83	/2/	
87		Service Ordering -(DS3) - Administrative Charge (Connect + Disconnect)	NR90Y		\$ 16.74	/1/	
88	*	DS3 - Administrative (Connection)	PENDING	N/A	\$ 10.64	/2/	
89		DS3 - Administrative (Disconnect)	PENDING		\$ 8.60	/2/	
90		Service Provisioning (DS3) (Connect + Disconnect)	NR901		\$ 89.95	/1/	
91		Connection	PENDING		\$ 84.49	/2/	
92		Initial	PENDING		\$ 84.49	/2/	
93		Additional	PENDING		\$ 28.79	/2/	
94		Disconnection	PENDING		\$ 7.68	/2/	

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95		Initial	PENDING		\$	7.68	/2/
96		Additional	PENDING		\$	6.02	/2/
97							
98		Enhanced Extended Loop (EEL) Service Order per LSR					
99		Analog Loop Service Order Charge, per ASR or LSR					
100		Electronic Establish (Connection + Disconnection)	PENDING		\$	16.61	/1/
101		Connection	PENDING		\$	10.48	/2/
102		Disconnection	PENDING		\$	8.63	/2/
103		Electronic Subsequent	PENDING		\$	10.04	
104		Manual Establish (Connection + Disconnection)	PENDING		\$	93.25	/1/
105		Connection	PENDING		\$	63.12	/2/
106		Disconnection	PENDING		\$	42.47	/2/
107		Manual Subsequent	PENDING		\$	59.18	/1/
108							
109		2-Wire Digital Loop Service Order Charge					
110		Electronic Establish (Connection + Disconnection)	PENDING		\$	16.61	/1/
111		Connection	PENDING		\$	10.48	/2/
112		Disconnection	PENDING		\$	8.63	/2/
113		Electronic Subsequent	PENDING		\$	10.04	
114		Manual Establish (Connection + Disconnection)	PENDING		\$	93.25	/1/
115		Connection	PENDING		\$	63.12	/2/
116		Disconnection	PENDING		\$	42.47	/2/
117		Manual Subsequent	PENDING		\$	59.18	/1/
118							
119		DS1 Loop Service Order Charge per ASR or LSR					
120		Electronic Establish (Connection + Disconnection)	PENDING		\$	17.27	/1/
121		Connection	PENDING		\$	11.14	/2/
122		Disconnection	PENDING		\$	8.63	/2/
123		Electronic Subsequent	PENDING		\$	10.04	
124		Manual Establish (Connection + Disconnection)	PENDING		\$	99.88	/1/
125		Connection	PENDING		\$	69.74	/2/
126		Disconnection	PENDING		\$	42.47	/2/
127		Manual Subsequent	PENDING		\$	59.18	/1/
128							
129		DS1 Transport Service Order Charge per ASR or LSR					
130		Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56	/1/
131		Connection	PENDING		\$	11.44	/2/
132		Disconnection	PENDING		\$	8.63	/2/
133		Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
134		Connection	PENDING		\$	72.70	/2/
135		Disconnection	PENDING		\$	42.47	/2/
136							
137		DS3 Transport Service Order Charge per ASR or LSR					
138		Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56	/1/
139		Connection	PENDING		\$	11.44	/2/
140		Disconnection	PENDING		\$	8.63	/2/

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141	Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
142	Connection	PENDING		\$	72.70	/2/
143	Disconnection	PENDING		\$	42.47	/2/
144						
145	Central Office DS1 to Voice Mux Service Order					
146	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.56	/1/
147	Connection	PENDING		\$	11.44	/2/
148	Disconnection	PENDING		\$	8.63	/2/
149	Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
150	Connection	PENDING		\$	72.70	/2/
151	Disconnection	PENDING		\$	42.47	/2/
152						
153	Non-Channelized DS1 EEL Service Order					
154	Electronic Establish (Connection + Disconnection)	PENDING		\$	17.27	/1/
155	Connection	PENDING		\$	11.14	/2/
156	Disconnection	PENDING		\$	8.63	/2/
157	Manual Establish (Connection + Disconnection)	PENDING		\$	101.64	/1/
158	Connection	PENDING		\$	69.74	/2/
159	Disconnection	PENDING		\$	42.47	/2/
160						
161	Provisioning					
162	2-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	56.18	/1/
163	Connection	PENDING		\$	49.44	/2/
164	Disconnection	PENDING		\$	9.50	/2/
165	2-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	38.85	/1/
166	Connection	PENDING		\$	33.86	/2/
167	Disconnection	PENDING		\$	7.03	/2/
168	4-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	56.18	/1/
169	Connection	PENDING		\$	49.44	/2/
170	Disconnection	PENDING		\$	9.50	/2/
171	4-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	38.85	/1/
172	Connection	PENDING		\$	33.86	/2/
173	Disconnection	PENDING		\$	7.03	/2/
174	2-Wire Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	72.50	/1/
175	Connection	PENDING		\$	65.76	/2/
176	Disconnection	PENDING		\$	9.50	/2/
177	2-Wire Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	35.44	/1/
178	Connection	PENDING		\$	30.46	/2/
179	Disconnection	PENDING		\$	7.03	/2/
180	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)	PENDING		\$	256.71	/1/
181	Connection	PENDING		\$	248.22	/2/
182	Disconnection	PENDING		\$	11.97	/2/
183	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)	PENDING		\$	141.01	/1/
184	Connection	PENDING		\$	135.15	/2/
185	Disconnection	PENDING		\$	8.25	/2/
186	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)	PENDING		\$	72.39	/1/
187	Connection	PENDING		\$	66.78	/2/
188	Disconnection	PENDING		\$	7.92	/2/

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189	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)	PENDING		\$	39.58	/1/
190	Connection	PENDING		\$	36.59	/2/
191	Disconnection	PENDING		\$	4.20	/2/
192	DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$	104.45	/1/
193	Connection	PENDING		\$	95.69	/2/
194	Disconnection	PENDING		\$	12.35	/2/
195	DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	67.78	/1/
196	Connection	PENDING		\$	61.65	/2/
197	Disconnection	PENDING		\$	8.64	/2/
198						
199	DS1 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	292.42	/1/
200	Connection	PENDING		\$	280.21	/2/
201	Disconnection	PENDING		\$	17.20	/2/
202	DS1 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	155.12	/1/
203	Connection	PENDING		\$	146.51	/2/
204	Disconnection	PENDING		\$	12.13	/2/
205	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Initial (Connection + Disconnection)	PENDING		\$	292.84	/1/
206	Connection	PENDING		\$	280.64	/2/
207	Disconnection	PENDING		\$	17.20	/2/
208	4-Wire DS1 Digital Loop to DS1 Interoffice Ded. Trnspt. Collocated - Additional (Connection + Disconnection)	PENDING		\$	155.01	/1/
209	Connection	PENDING		\$	146.40	/2/
210	Disconnection	PENDING		\$	12.13	/2/
211	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Initial (Connection + Disconnection)	PENDING		\$	368.40	/1/
212	Connection	PENDING		\$	356.20	/2/
213	Disconnection	PENDING		\$	17.20	/2/
214	4-Wire DS1 Digital Loop to DS1 Ded. Trnspt. Non-Collocated - Additional (Connection + Disconnection)	PENDING		\$	236.90	/1/
215	Connection	PENDING		\$	228.29	/2/
216	Disconnection	PENDING		\$	12.13	/2/
217	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING		\$	151.91	/1/
218	Connection	PENDING		\$	139.71	/2/
219	Disconnection	PENDING		\$	17.20	/2/
220	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING		\$	57.39	/1/
221	Connection	PENDING		\$	48.78	/2/
222	Disconnection	PENDING		\$	12.13	/2/
223	DS3 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING		\$	177.23	/1/
224	Connection	PENDING		\$	165.03	/2/
225	Disconnection	PENDING		\$	17.20	/2/
226	DS3 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING		\$	64.05	/1/
227	Connection	PENDING		\$	55.44	/2/
228	Disconnection	PENDING		\$	12.13	/2/
229	Clear Channel Capability - Initial	PENDING		\$	70.32	
230	Clear Channel Capability - Additional	PENDING		\$	8.87	
231						
232	SA2UNE (NRCs)					
233	Project Administrative Charge, per service order	NRMEZ		\$	25.57	
234						
235	Private Line to UNE Conversion	NRMEZ		\$	25.57	
236						

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237		Custom Routing, via LCC - New LCC, per LCC, per switch	UROPW	N/A	\$	256.29	
238		Custom Routing, via LCC - New Network Routing, per route, per switch	NR9N6	N/A	\$	59.02	/1/
239		Connection	PENDING		\$	33.94	/2/
240		Disconnection	PENDING		\$	35.36	/2/
241		Custom Routing, via AIN, of OS / DA per route, per switch	UROAN		\$	119.24	/1/
242		Connection	PENDING		\$	72.22	/2/
243		Disconnection	PENDING		\$	66.29	/2/
244		ULS-ST Billing Establishment, per carrier (when applicable)	NHCCQ		\$	2,718.64	
245							
246		<u>Port Charge, per Month, per Port</u>					
247		Add / Rearrange each Termination	REAJG	N/A	\$	48.48	
248		ISDN Prime - Add/Rearrange Channels	REAKB		\$	54.39	
249							
250		<u>Basic Line Port</u>					
251		Service Order - Subsequent	NR9UV	NA	\$	5.40	
252		Service Order - Record Work Only	NR9F6	NA	\$	5.11	
253							
254		<u>Complex Line Port</u>					
255		Service Order - Subsequent	PENDING	NA	\$	11.58	
256		Service Order - Record Work Only	NR9F7	NA	\$	5.11	
257							
258		<u>ULS Trunk Port</u>					
259		Service Order - Subsequent	PENDING	NA	\$	11.58	
260		Service Order - Record Work Only	NR9F8	NA	\$	5.11	
261							
262							
263							
264							
265		New UNE - P Line Connection Charge					
266		Analog Loop Line Connection- Per Termination (Connection + Disconnection) /1/	SEPUC		\$	26.81	/1/
267		Connection	PENDING		\$	26.64	/2/
268		Initial	PENDING		\$	35.97	/2/
269		Additional	PENDING		\$	20.41	/2/
270		Disconnection	PENDING		\$	0.24	/2/
271		Initial	PENDING		\$	0.28	/2/
272		Additional	PENDING		\$	0.22	/2/
273		4 Wire Digital Loop (DS1) Service Provisioning (Connection + Disconnection)	NR9OW		\$	208.24	/1/
274		Connection	PENDING		\$	200.75	/2/
275		Initial	PENDING		\$	200.75	/2/
276		Additional	PENDING		\$	100.57	/2/
277		Disconnection	PENDING		\$	7.49	/2/
278		Initial	PENDING		\$	7.49	/2/
279		Additional	PENDING		\$	5.83	/2/
280							

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281	UNE - P Service Order Charge				
282	Electronic POTS (Connection + Disconnection)	NHCHG		\$ 4.43	/1/
283	Connection	PENDING		\$ 3.08	/2/
284	Disconnection	PENDING		\$ 1.91	/2/
285	Manual POTS (Connection + Disconnection)	Pending		\$ 42.37	/1/
286	Connection	PENDING		\$ 31.31	/2/
287	Disconnection	PENDING		\$ 15.59	/2/
288	Electronic Non-POTS (Connection + Disconnection)	NHCHH		\$ 9.76	/1/
289	Connection	PENDING		\$ 7.19	/2/
290	Disconnection	PENDING		\$ 3.61	/2/
291	Manual Non-POTS (Connection + Disconnection)	PENDING		\$ 62.09	/1/
292	Connection	PENDING		\$ 47.65	/2/
293	Disconnection	PENDING		\$ 20.35	/2/
294					
295	New UNE - P Port Connection Charge				
296	Basic Line Port (Connection + Disconnection)	UPC		\$ 1.20	/1/
297	Connection	PENDING		\$ 0.71	/2/
298	Disconnection	PENDING		\$ 0.70	/2/
299	Ground Start Line Port (Connection + Disconnection)	UPZ		\$ 1.20	/1/
300	Connection	PENDING		\$ 0.71	/2/
301	Disconnection	PENDING		\$ 0.70	/2/
302	ISDN Direct Port (Connection + Disconnection)	U2P		\$ 16.50	/1/
303	Connection	PENDING		\$ 9.66	/2/
304	Disconnection	PENDING		\$ 9.66	/2/
305	ISDN Prime Port (Connection + Disconnection)	UZPZD, UZQZD		\$ 246.04	/1/
306	Connection	PENDING		\$ 183.26	/2/
307	Disconnection	PENDING		\$ 88.49	/2/
308	Direct Inward Dialing (DID) Trunk Port (Connection + Disconnection)	UPR		\$ 18.35	/1/
309	Connection	PENDING		\$ 12.80	/2/
310	Disconnection	PENDING		\$ 7.81	/2/
311	Digital Trunking Trunk Port (Connection + Disconnection)	U9Z		\$ 108.88	/1/
312	Connection	PENDING		\$ 84.17	/2/
313	Disconnection	PENDING		\$ 34.81	/2/
314	ULS Trunk Port (Connection + Disconnection)	UROPT		\$ 108.88	/1/
315	Connection	PENDING		\$ 84.17	/2/
316	Disconnection	PENDING		\$ 34.81	/2/
317	Centrex Basic Line Port (Connection + Disconnection)	U3XAA-CA, U3XAB-CB, U3XAD-CD, U3XAE-CE		\$ 1.20	/1/
318	Connection	PENDING		\$ 0.71	/2/
319	Disconnection	PENDING		\$ 0.70	/2/
320	Centrex ISDN-BRI Line Port (Connection + Disconnection)			\$ 16.50	/1/
321	Connection	PENDING		\$ 9.66	/2/
322	Disconnection	PENDING		\$ 9.66	/2/
323	Centrex EKL Line Port (Connection + Disconnection)	U3XAC-CC		\$ 10.15	/1/
324	Connection	PENDING		\$ 5.94	/2/
325	Disconnection	PENDING		\$ 5.93	/2/
326	Centrex Attendant Console Line Port (Connection + Disconnection)	U6A		\$ 1.20	/1/
327	Connection	PENDING		\$ 0.71	/2/

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328	Disconnection	PENDING		\$	0.70	/2/
329	Basic COPTS Port (Connection + Disconnection)	UYC		\$	1.20	/1/
330	Connection	PENDING		\$	0.71	/2/
331	Disconnection	PENDING		\$	0.70	/2/
332	COPTS-Coin Line Port (Connection + Disconnection)	U5N		\$	1.20	/1/
333	Connection	PENDING		\$	0.71	/2/
334	Disconnection	PENDING		\$	0.70	/2/
335	Port Conversion Cost	REAKD		\$	0.77	
336						
337	Port Feature Add / Change Translation Charge (feature per port, per order)					
338	Basic	PENDING		\$	0.94	/1/
339	Connection	PENDING		\$	0.55	/2/
340	Disconnection	PENDING		\$	0.55	/2/
341	Ground Start / PBX	PENDING		\$	0.94	/1/
342	Connection	PENDING		\$	0.55	/2/
343	Disconnection	PENDING		\$	0.55	/2/
344	Basic COPTS	PENDING		\$	0.94	/1/
345	Connection	PENDING		\$	0.55	/2/
346	Disconnection	PENDING		\$	0.55	/2/
347	COPTS - Coin	PENDING		\$	0.94	/1/
348	Connection	PENDING		\$	0.55	/2/
349	Disconnection	PENDING		\$	0.55	/2/
350	ISDN Direct	PENDING		\$	1.28	/1/
351	Connection	PENDING		\$	0.75	/2/
352	Disconnection	PENDING		\$	0.75	/2/
353	ISDN Prime	PENDING		\$	36.68	/1/
354	Connection	PENDING		\$	21.74	/2/
355	Disconnection	PENDING		\$	21.08	/2/
356	Digital Trunking	PENDING		\$	24.02	/1/
357	Connection	PENDING		\$	14.05	/2/
358	Disconnection	PENDING		\$	14.05	/2/
359	ULS Trunk	PENDING		\$	24.02	/1/
360	Connection	PENDING		\$	14.05	/2/
361	Disconnection	PENDING		\$	14.05	/2/
362						
363	Centrex System Charges					
364	Centrex System Options for ULS-ULS-ST					
365	Common Block establishment, each	SEPUS		\$	459.04	
366	Connection	PENDING		\$	370.92	/2/
367	Disconnection	PENDING		\$	124.21	/2/
368	System Features Change or Rearrangement, per Feature, per Occasion	REAJY		\$	50.89	
369	System Feature Activation, per Feature, per Occasion					
370	Install and Remove	NR9VY		\$	85.99	
371	Connection	NR9UE		\$	50.89	/2/
372	Disconnection	PENDING		\$	49.47	/2/
373						

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374	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.				
375	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/.				
376	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005				

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS
AND
TDS METROCOM, LLC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and TDS Metrocom, LLC ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Illinois.

WITNESSETH:

WHEREAS, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated September 21, 2001 (the "Agreement"); and

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

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

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

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

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

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 5th day of January, 2006, by Illinois Bell Telephone Company d/b/a SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, LLC

Illinois Bell Telephone Company d/b/a SBC Illinois by
~~AT&T Operations, Inc.~~, its authorized agent

By: James W. Butman
Printed: James W. Butman
Title: President - Clec Business Unit
(Print or Type)
Date: 12-28-05

By: Rebecca L. Sparks
Printed: Rebecca L. Sparks
Title: Executive Director - Regulatory
Date: JAN 05 2006

FACILITIES-BASED OCN # 2320
ACNA MSU

ILLINOIS TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.
- 0.1.12 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 DS1 Loop. A "DS1 Loop", in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1).
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.
- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC transmission facilities between wire centers or switches owned by SBC, or between wire centers or switches owned by SBC and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

- 0.1.17 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other applicable law, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.18 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.19 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC’s networks.
- 0.1.21 ICC. ICC means the Illinois Commerce Commission.
- 0.1.22 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s TRO, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the TRO Reconsideration Orders as follows:
- (i) Intentionally left blank
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops). To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0;
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;
 - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities except as provided for in Section 11.2 of this Attachment; and
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis under Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement.

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

Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s) under Section 251.

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

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

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

1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge will be the only applicable charge under the applicable Pricing Schedule and/or Tariff. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility 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, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

- 1.5 The Parties' rights and obligations with respect to TRO Affected Elements under this Section 1.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements. To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

- 2.1 In accordance with Rule 51.319(d)(2), SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, in accordance with the following provisions:

- 2.1.1 SBC is not required to provide new ULS, either alone or in combination (as in with “UNE-P”) as an unbundled network element under Section 251 of the Act for non-Embedded Base customers. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) and orders issued by the ICC. The price for such ULS and UNE-P shall be SBC's tariffed and effective ULS and UNE-P rates as of June 25, 2004, plus one dollar. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.
- 2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user. CLEC shall be entitled to initiate move orders and orders for additional UNE-P lines for Embedded Base customers.
- 2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.
- 2.1.1.3 In accordance with Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act and in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.
- 2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the ULS element to an alternative arrangement within 12 months of the effective date of the TRO Remand, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 of the TRO Remand to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.
- 2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with this ULS/UNE-P transition plan unless otherwise agreed to by the Parties.
- 2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any

disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) will be the only non-recurring charge(s) that apply.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates.

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC’s unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement.

2.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 2.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

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

3.1 SBC is not required to provision the following new DS1, DS3, and Dark Fiber Loops, and Dedicated Transport as unbundled elements under Section 251, either alone or in a Section 251 combination except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis under Section 251.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any Building not served by (a) a wire center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future DS1 Loop unbundling in accordance with Section 251 will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as Section 251 unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to DS3 Loops on an unbundled basis under Section 251 to any Building not served by (a) a wire center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the wire center exceeds both of these thresholds, no future Section 251 DS3 Loop unbundling will be required of SBC in that wire center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii), SBC is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as Section 251 unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC’s request, with nondiscriminatory access to Section 251 DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire

centers as defined in Section 0.1.9 of this Attachment, no future Section 251 DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2), SBC is not obligated to provision to a CLEC more than ten unbundled DS1 Dedicated Transport circuits on each route on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Section 251 DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), SBC 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 under Section 251.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 Wire Centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Section 251 Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 Loops and DS1 and DS3 Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that SBC is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, SBC shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2, the rates for the High-Capacity Loop and Transport Embedded Base arrangements (including dark fiber loop and transport arrangements), in accordance with Rule 51.319(a) and Rule 51.319(e), shall be SBC's tariffed and effective DS1 and DS3 loop, dedicated transport, and dark fiber loop and transport rates as of June 25, 2004, plus 15%. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where SBC is no longer required to provide Unbundled Loops and Transport pursuant to Section 251 as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport transition plan in Section 3.2 of this Attachment unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.

3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption

should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition, the applicable service order charge(s) and/or non-recurring charges, if any as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only non-recurring charge(s) that apply.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements that remain in place as of September 11, 2006.

3.3 The Parties’ rights and obligations with respect to TRO Remand Affected Elements under this Section 3.0 are also subject to Sections 13.0 and 14.0 of this Attachment.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 SBC has designated and posted to CLEC Online a list of wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as stated in Section 0.1.7 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as stated in Sections 0.1.8 and 0.1.9 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the applicable transition period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by SBC’s wire center designation as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any Dark Fiber Transport arrangements affected by SBC’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. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the ICC 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 0.1.7, 0.1.8 or 0.1.9, then, prior to submitting an order for an unbundled a DS1/DS3 Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement at a wire center designated by SBC and posted to CLEC Online, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.7, 0.1.8 or 0.1.9 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of Non-Impaired Wire Centers compiled by SBC as creating a presumption that a wire center is not impaired.

CLEC may self-certify by sending written notification to SBC using letter, facsimile or e-mail. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

4.1.1 The parties recognize that wire centers that SBC 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 SBC 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, SBC may add the wire center to the list of designated wire centers and the Parties will use the following process:

4.1.1.1 SBC may update the wire center list as changes occur.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 SBC will continue to accept CLEC orders for newly-designated DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with SBC's determination, and desires not to have the applicable established DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition applicable to DS1/DS3 Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All such transitional periods apply from the date of the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. SBC shall continue to provide access to DS1 Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 Loops;
- (b) CLEC's transition of DS1/DS3 Loops to an alternative arrangement; or
- (c) the applicable transition period.

SBC will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period

unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of applicable transition period.

4.1.1.6 If the CLEC does provide self-certification, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self-certification during a dispute resolution process.

4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.2 If the ICC has previously determined, in any proceeding, even if CLEC was not a party to that proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.7, 0.1.8 or 0.1.9, then CLEC shall not be entitled to DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of such wire center. SBC CLEC Online shall be updated to indicate that the wire center was the subject of an ICC determination. If CLEC withdraws its self-certification after a dispute has been filed with the ICC, but before the ICC has made a determination regarding the wire center designation, SBC's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.

4.1.3 The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of a CLEC self-certification. In the state of Illinois, if it desires to do so by filing a complaint at the ICC, SBC may dispute the self-certification and associated CLEC orders for DS1/DS3 Loops, DS1/DS3 Dedicated Transport, and Dark Fiber Dedicated Transport pursuant to the following procedures: SBC shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. SBC shall include with the filing its direct case testimony and exhibits which may reasonably be supplemented. To the extent this filing contains confidential information, SBC may file that information under seal. SBC shall offer to enter into a protective agreement under which SBC would provide such confidential information to CLEC. SBC shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. SBC will notify CLECs of the filing of such a dispute via Accessible Letter issued within 5 business days following the filing of a dispute. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the ICC to adopt a case schedule resulting in the prompt resolution of the dispute. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the loop or transport facility in question to CLEC at the rates in the Pricing Schedule to the Agreement. If the CLEC withdraws its self-certification, or the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, then (with rates paid by CLEC for the affected loop or transport subject to true-up):

(a) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that the circuit is provisioned and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1.

- (b) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification on or after March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned and the date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (c) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates between the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 3.2.1.
- (d) When SBC designated relevant wire centers to be non-impaired before March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act before March 11, 2005, and where the self-certification is reversed after the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1 shall be those in Section 3.2.1. Rates during the period between the expiration of the transition period in Section 4.1 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 3.2.1. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.
- (e) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1.1.5 has expired, then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1.1.5. Rates between the date that the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and the date the circuit is transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7.
- (f) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, and a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered by CLEC pursuant to Section 251(c)(3) of the Act pursuant to a self-certification after SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall

transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date the circuit is provisioned or the date 30 days following the date SBC issued the Accessible Letter, whichever is later, and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

- (g) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed before the transition period specified in Section 4.1 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport according to the process in Section 4.1. Rates during the period between the date that is 30 days following the date that SBC issued the Accessible Letter and the date the circuit is transitioned shall be those in Section 4.1.1.7.
- (h) When SBC issues an Accessible Letter designating relevant wire centers to be non-impaired after March 11, 2005, a DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport is ordered pursuant to Section 251(c)(3) of the Act before SBC issued the Accessible Letter, and where the self-certification is reversed after the transition period specified in Section 4.1.1.5 has expired then CLEC shall transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within 90 days of the date on which the CLEC self-certification is reversed. Rates between the date 30 days after the date SBC issued the Accessible Letter and the end of the transition period specified in Section 4.1.1.5 shall be those in Section 4.1.1.7. Rates during the period between the expiration of the transition period in Section 4.1.1.5 and date the circuit is actually transitioned shall be the equivalent special access rate or, where no such equivalent exists, the rates established in Section 4.1.1.7. If the CLEC has not submitted an LSR or ASR, as applicable, to SBC within 90 days of the date on which the CLEC self-certification is reversed, then SBC shall be entitled to convert the loop to an analogous SBC wholesale service of its choice or in the absence of any analogous wholesale service to disconnect the arrangement.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely.

4.1.5 When more than 60 days from the issuance of an SBC designation of a wire center as non-impaired has elapsed, and if there has been no prior ICC determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify for the purpose of ordering new loop and transport facilities. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

- 4.2 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC 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, as of the date of conversion). Cross-connects that are not associated with such transitioned DS1/DS3

High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

- 4.3 Intentionally left blank.
- 4.4 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 of the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC ILLINOIS have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect Dark Fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.6 Whenever SBC updates its wire center list pursuant to Section 4.1.1.1 and in the course of that analysis gathers and/or reviews information upon which said updates are based, SBC shall make available to CLEC, on a confidential basis, 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, SBC will specify which wire centers it considers to have 2 Fiber-Based Collocators and 3 Fiber-Based Collocators. This information shall only be used by CLEC for planning its transition off of the UNE loops and transport it purchases from SBC.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingled Arrangements listed in the Section 5.1, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by SBC in the future in any of its 13 SBC ILEC states, SBC shall make such Commingled Arrangements available in Illinois. In addition, to the extent SBC is ordered by a state commission in any of the five SBC Midwest states (Illinois, Indiana, Michigan, Ohio and Wisconsin) to make additional Commingled Arrangements available, SBC shall also make such Commingled Arrangements available in Illinois, as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Illinois. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following SBC Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
 - i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
 - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
 - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

- viii. UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that SBC requires the CLEC to submit orders for the Commingling Arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

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

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

5.3 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6) collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) SBC's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with SBC's network. If SBC denies a Commingling request on the basis of any of these conditions, and SBC's denial is challenged, SBC shall have the burden of proving its denial was appropriate. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC 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 SBC.

- 5.5 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. 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 SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 Intentionally left blank.
- 5.8 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”), including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). SBC shall provide CLEC with access to these 271 Elements and 13-801 Network Elements in accordance with Section 13.0 or 14.0 of this Attachment, as applicable.
- 5.9 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 5.10 With respect to a Commingled Arrangement, CLEC will be responsible for all Channel Facility Assignment (“CFA”) and/or Assigned Point of Termination (“APOT”), The CFA/APOT are the assignments CLEC provides to SBC from CLEC’s collocation arrangement.

6.0 EELs.

- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (“EELs”) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE

loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

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

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

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

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

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

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

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

- 6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocater; or
 - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocater.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing SBC notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL; provided, however, that CLEC shall promptly share records of its compliance with the qualifying service criteria discussed herein upon request from SBC.
- 6.3.7 SBC may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Illinois with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Illinois.
- 6.3.7.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.7.2 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, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 SBC shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the ICC. Prior to bringing a dispute to the ICC under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the ICC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the ICC for resolution of the dispute, in which case no changes shall be made until the ICC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account governed by an appropriate joint escrow arrangement, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the ICC within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the ICC and if the ICC upholds the auditor's finding, any disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.
- 6.3.7.5 If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for any High-Cap EELs, CLEC will reimburse SBC for a fraction of the cost of the independent auditor equal to the number of High-Cap EELs that the auditor's report finds to be non-compliant divided by the total number of all High-Cap EELs leased by CLEC that were the subject of the audit. All costs of the independent auditor for which SBC seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the ICC followed by the ICC affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.

6.3.7.8 SBC can seek an audit for any particular High-Cap EEL 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, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report. and (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to SBC from CLEC's collocation arrangement.

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

6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.

6.5 Other than the Eligibility Criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over

a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform such activities for CLEC.
- 8.1.4 Intentionally omitted.
- 8.1.5 SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Pricing Schedule. SBC shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. SBC shall expressly certify that no costs recovered by routine network modification charges are recovered by any other rate or charge. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings. In the event the ICC establishes or approves a rate for a routine network modification other than adding a doubler or repeaters, installing an equipment shelf and any other necessary work and parts associated with a repeater shelf to the extent such equipment is not present on the loop or transport facility when ordered, or splicing of dark fiber, any difference between that rate and the ICB rate actually charged by SBC Illinois for such routine network modification within the two (2) years prior to the date the ICC establishes or approves a rate shall be subject to true up, unless the Parties agree to a different period for such true-up or the ICC's order establishing or approving the rate establishes, based on clear and convincing evidence presented by the Party advocating a different true-up period, that a different true-up period should apply. The Parties acknowledge that they have agreed to the 2 year true-up period set forth above in the interests of certainty and to minimize disputes.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

- 8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without

regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Batch Hot Cut Process: The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between SBC and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for conversions of voice service provisioned by SBC as retail, resale, UNE-P or Local Wholesale Complete™ (including instances where such arrangement is provided through a commercial arrangement) to non-SBC-provided switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC’s CLEC Online website (or successor website). Any future enhancements or modifications to SBC’s Batch Hot Cut Process Offerings will be made in accordance with SBC’s Change Management Process. SBC will ensure that its Batch Hot Cut Process Offerings comply with all applicable ICC batch cut rulings. Any changes to the volumes, provisioning, intervals or prices of SBC’s Batch Hot Cut Process Offerings shall be incorporated into the Agreement by amendment, based on negotiations between SBC and CLEC, or, if necessary, in accordance with Section 252. Any disputes between SBC and CLEC relating to SBC’s Batch Hot Cut Process Offerings shall be handled in accordance with the dispute resolution processes in the Agreement.

9.1 General:

9.1.1 Enhanced Daily Process: The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. SBC places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.

9.1.2 Defined Batch Hot Cut Process – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC must accept for a single day in a single central office for all CLECs combined is two hundred lines.

9.1.3 Bulk Project Offering – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC -provided switching to service provisioned using CLEC -provided switching.

9.1.4 The Coordinated Hot Cut (“CHC”) and Frame Due Time (“FDT”) options for the Enhanced Daily Process, the Defined Batch Process, and the Bulk Project offering (collectively, the “Batch Hot Cut Offerings”) are specific to these processes and may differ from CHC and FDT options offered for other hot cut offerings. The CHC option for the Batch Hot Cut Offerings allows a CLEC to request that SBC reserve central office and local operation personnel to coordinate with the CLEC during a given time frame to migrate the end user with a minimum of downtime. The FDT option for the

Batch Hot Cut Offerings allows CLEC to request that SBC perform the hot cut anytime within a given time frame (typically an hour) on the loop due date.

9.1.5 If the CLEC is acting as a wholesale switching provider to the end user's retail voice provider, the CLEC will submit Batch Hot Cut Process orders using the CLEC's OCN and the end user's retail voice provider will not issue orders to SBC. SBC will accept the Batch Hot Cut order from the CLEC acting as a wholesale switching provider and perform the batch hot cuts that cross-connect the unbundled loops to the wholesale CLEC's collocation. If CLEC requests Batch Hot Cuts while acting as a wholesale switching provider, SBC will assess the applicable charges for the Batch Hot Cut to CLEC, not to the retail voice provider. When CLEC is acting as a wholesale switching provider, it may include requests for batch hot cuts for lines currently served by one or more retail CLECs, as well as lines from its own embedded base, within the same batch.

9.2 Pricing for Batch Hot Cut Process Offerings

9.2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC's underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC's underlying interconnection Agreement.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

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

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC 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, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

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

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale

services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.

10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions

10.1.3.1 When converting from a wholesale service to a UNE or combination of UNEs, the applicable non-recurring charges, if any, as governed by this Agreement and/or Tariff from which the UNE or UNE combination being converted to is ordered, shall apply.

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

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

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

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

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

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

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

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, SBC must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a copper loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also provide CLEC with a copy of such short term notice via an accessible letter. In addition, SBC may not retire a copper loop currently leased by a CLEC unless SBC performs, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM)

loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the Pricing Schedule. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

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

11.2 Hybrid Loops Generally

- 11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the TDM features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, SBC is required to only make the TDM functionality available on an unbundled basis. The unbundling obligation associated with DS-1 loops is not limited by the rules adopted in the TRO for hybrid loops.

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

- 11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Schedule.

- 11.2.4 IDLC Hybrid Loops. Where a CLEC requests an unbundled loop to a premises to which SBC has deployed an IDLC Hybrid Loop, SBC can only charge the CLEC the least cost technically feasible method of unbundled access. SBC may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.5 of this Attachment) to provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

- 11.2.5 Feeder. SBC shall not be required to provide access to the feeder portion of a Loop on an unbundled, standalone basis.

12.0 Use of Section 251 Unbundled Network Elements

- 12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements provided under Section 251 for the service CLEC seeks to offer.
- 12.2 CLEC may not access an unbundled network element under Section 251 for the exclusive provision of mobile wireless services or interexchange services.

- 12.3 A CLEC that accesses and uses an unbundled network element provided under Section 251 consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

- 13.1 Intentionally left blank.
- 13.2 Intentionally left blank.
- 13.3 Intentionally left blank.
- 13.4 Nothing in this Attachment shall expand or contract SBC's obligation, if any, to provide CLEC access to network elements pursuant to Section 271 in accordance with the terms of the Agreement. Nothing in this Attachment should be interpreted, or deemed as grounds for, amending the rates, terms and conditions (if any) by which SBC provides 271 Elements to CLEC. Provided, however, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRO Remand Affected Element) be reclassified as a corresponding 271 Element or Elements, provided that SBC is obligated to provide such elements under Section 271 under the Agreement. SBC will perform such reclassification at no charge.

14.0 Section 13-801 Obligations.

- 14.1 Section 13-801 Obligations are addressed in the attached Rider 1.

15.0 Entrance Facilities and Interconnection Facilities.

- 15.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 15.2 Notwithstanding Section 15.1, SBC is required to provide access to facilities that CLEC requests to interconnect with SBC's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").
- 15.3 Intentionally left blank.
- 15.4 For avoidance of doubt, CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 15.1 if CLEC will use the facility for interconnection in accordance with Section 15.2. SBC will perform such reclassification at no charge.

RIDER 1

Section 13-801 Obligations

- 1.1 Notwithstanding any determination of non-impairment that may affect SBC's obligations under Section 251 of the Act, CLEC may purchase the network elements (as defined in Section 13-216 of the Illinois Public Utilities Act and referred to herein as "13-801 Elements"), and interconnection required by Section 13-801 of the Illinois Public Utilities Act and applicable ICC orders interpreting Section 13-801 by providing such network elements, combinations thereof and interconnection pursuant to the rates, terms and conditions set forth in SBC's intrastate tariff, ILL. C. C. No. 20, Part 19. Should SBC's intrastate tariff for any or all 13-801 network elements be canceled or withdrawn for any reason other than that SBC is no longer required by law to offer such network elements under Section 13-801, the prices, terms and conditions for 13-801 network elements in such tariff shall nonetheless be deemed to be incorporated into and to continue in effect as part of the Agreement. The prices, terms and conditions to be incorporated shall be as they existed as of the date the tariff was cancelled or withdrawn.
- 1.2 Intentionally left blank.
- 1.3 The recurring monthly rates for UNE-P in the above-referenced tariff shall be increased by \$1. The recurring monthly rates for DS1, DS3 and dark fiber loops and transport in the above-referenced tariffs that SBC is not obligated to provide as unbundled network elements pursuant to Section 251(c) shall be increased by 15%.
- 1.4 If the Parties negotiate rates for Section 13-801 Elements other than those described in Sections 1.1 and 1.3, such revised rates shall be effective on the date of the ICC order approving an amendment to the Agreement adopting such revised rates. If the ICC issues an order in a proceeding of general applicability pursuant to Section 13-801 (g) or other applicable provision of the Illinois Public Utilities Act resulting in rates for network elements and/or interconnection provided by SBC in accordance with Section 13-801 that are different than the rates described in Sections 1.1 and 1.3, such revised rates shall be effective for purposes of this Agreement on the later of the date of the ICC order or the date that revised tariffs resulting from the ICC order become effective.
- 1.5 This Rider applies only to network elements that SBC is not required to offer as UNEs under Section 251 of the Act.
- 1.6 Upon request, SBC will reclassify at no charge any Section 251 UNE or combination of UNEs to any Section 13-801 element or elements, provided such 13-801 element or elements are provided for in this Rider.
- 1.7 On February 25, 2005, SBC Illinois filed a complaint and motion for preliminary injunction in federal district court for the Northern District of Illinois requesting that Court enjoin the Illinois Commerce Commission from enforcing the provisions of Section 13-801 of the Illinois Public Utilities Act, as interpreted by the June 11, 2002 Order in Docket 01-0614, the Order itself and the implementing tariffs, insofar as they would require SBC to provide unbundled access to local switching, related elements and UNE-P after March 11, 2005, on the grounds that any such requirement is inconsistent with and preempted by the federal Telecommunications Act of 1996 and the TRO. To the extent the Court enjoins enforcement of one or more of SBC's obligations under Section 13-801 to provide network elements or methods of interconnection, or if SBC's obligation to provide one or more network elements or methods of interconnection under Section 13-801 is otherwise discontinued, enjoined or vacated by any court, the ICC, the FCC or the Legislature, the affected obligation shall automatically terminate and SBC shall no longer be required to provide such Section 13-801 network elements under the Agreement and this Amendment.

RIDER 2

Batch Hot Cut Process Offerings Pricing Schedule

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>
<u>Enhanced Daily Rates</u>		
Enhanced Daily FDT Basic	NRFHA	\$29.84
Enhanced Daily CHC Basic	NRFHB	\$33.92
Enhanced Daily IDLC Basic	NRFHC	\$89.31
<u>Defined Batch Rates</u>		
Defined FDT Basic	NRFHD	\$25.28
Defined CHC Basic	NRFHE	\$26.64
Defined FDT Expanded	NRFHF	\$25.62
Defined CHC Expanded	NRFHG	\$26.92
Defined IDLC Basic	NRFHH	\$88.65
<u>Bulk Batch Rates</u>		
Bulk FDT Basic	NRFHJ	\$25.21
Bulk CHC Basic	NRFHK	\$26.57
Bulk FDT Expanded	NRFHL	\$25.54
Bulk CHC Expanded	NRFHM	\$26.86
Bulk FDT Premium	NRFHN	\$27.68
Bulk CHC Premium	NRFHO	\$29.30
Bulk IDLC Basic	NRFHP	\$88.65

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
TDS METROCOM, LLC

This Amendment (the "Amendment") to the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) (the "Reciprocal Compensation Amendment") between AT&T Operations, Inc., on behalf of and as agent for Illinois Bell Telephone Company¹ d/b/a AT&T Illinois (hereinafter "AT&T Illinois") and TDS Metrocom, LLC ("TDS").

WHEREAS, AT&T Illinois and TDS entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") for the state of Illinois that was approved by the Illinois Commerce Commission (the "ICA");

WHEREAS, for the state of Illinois, the Parties entered into an amendment to the current ICA setting forth the terms, conditions and rates for invoking the FCC's interim ISP terminating compensation plan on and after June 1, 2003 ("Reciprocal Compensation Amendment"); and

WHEREAS, the Parties wish to replace section 2.3 of Exhibit A to the Reciprocal Compensation Amendment with the language set forth below.

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 to the following:

- (1) Delete Section 2.3 of Exhibit A to the Reciprocal Compensation Amendment in its entirety and replace with the following Sections 2.3 through 2.10.5:

2.3 ISP-Bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that 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 and is subject to the compensation terms in this Section 2.3. Either Party has the right to rebut this 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic utilizing the methodology set forth in Section 2.3.2 below.

2.3.2 The Parties will conduct a study to identify the actual ISP-Bound Traffic terminated by either Party utilizing the methodology set forth in this Section 2.3.2, or by any means mutually agreed by the Parties.

2.3.2.1 The initial step of the study will be to analyze the originating Party's originating call records to identify the terminating Party's telephone numbers presumed to carry qualifying ISP-Bound Traffic delivered to an ISP. For purposes of this Section 2.3.2, telephone numbers used to deliver qualifying ISP-Bound Traffic to an ISP shall be referred to as "ISP-Bound Traffic Terminating Telephone Numbers." In order to determine presumed ISP-Bound Traffic Terminating Telephone Numbers, all terminating telephone numbers will be screened to identify all terminating telephone numbers that receive a minimum of five (5) calls within any sixty (60) minute period with a duration of twenty (20) minutes or longer.

2.3.2.2 Thereafter, the study will take a second step to exclude telephone numbers serving voice traffic from the presumed ISP-Bound Traffic Terminating Telephone Numbers identified in 2.3.2.1 above. In

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

order to do this, a software program that distinguishes modem tones from other types of answers will dial each of the presumed ISP-Bound Traffic Terminating Telephone Numbers. If a modem tone is received, the terminating telephone number will continue to be considered an ISP-Bound Traffic Terminating Telephone Number and will be placed on a list of numbers (“the List”) for review and verification of the terminating Party pursuant to Section 2.3.2.3. Telephone numbers that are not answered by a modem tone will be excluded from the List.

2.3.2.3 The third step of the study will be a review and verification of the List by the terminating party. The List will be presented to the terminating party to confirm or deny that the numbers as set forth thereon are ISP-Bound Traffic Terminating Telephone Numbers serving an ISP. If the terminating Party asserts that a number on the List is not an ISP-Bound Traffic Terminating Telephone Number serving an ISP, the telephone number will be jointly called by the Parties at a mutually agreeable time. If the telephone number is answered by a modem tone at the time it is called by the Parties, it will remain on the List; if the telephone number is answered by anything but a modem tone, it will be excluded from the List. Unless the Parties otherwise agree, the terminating Party may challenge no more than 5% or 100 presumed ISP-Bound Traffic Terminating Telephone Numbers, appearing on the List (whichever is larger) during any single study. Further, the Party to whom the List is sent has thirty (30) calendar days after receiving the List to challenge any numbers appearing thereon. If the party receiving the List does not respond to the party submitting the List within thirty (30) calendar days, the List will be presumed correct and the telephone numbers identified thereon shall be considered ISP-Bound Traffic Terminating Telephone numbers serving ISPs.

2.3.2.4 Following the compilation of the List, the Parties will determine the ratio of traffic that will be billed and invoiced as ISP-Bound Traffic and Section 251(b)(5) Traffic based upon a comparison of the MOUs of the telephone numbers on the List with the total MOUs for all combined ISP-Bound Traffic and Section 251(b)(5) Traffic. These percentages will be multiplied by the total MOUs for all combined ISP-Bound Traffic and Section 251(b)(5) Traffic and the resulting products will represent (a) the amount of traffic subject to the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement for Section 251(b)(5) Traffic; and (b) the amount of traffic subject to the FCC’s interim ISP terminating compensation rate set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.3 The Parties acknowledge that, prior to the execution of this Amendment, they conducted the study set forth in Section 2.3.2. Based upon the results of this study, the Parties agree that the rebuttable presumption established in Paragraph 79 of the FCC’s ISP Compensation Order is not applicable. Rather, the Parties agree and acknowledge that from the Effective Date of this Amendment, Section 251(b)(5) Traffic and ISP-Bound Traffic will be invoiced as follows:

2.3.3.1 TDS shall bill and invoice (a) fifty-five percent (55%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from an AT&T ILLINOIS End User and terminates to a TDS End User as Section 251(b)(5) Traffic at the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement; and (b) forty-five percent (45%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from an AT&T ILLINOIS End User and terminates to a TDS End User as ISP-Bound Traffic at the FCC’s interim ISP terminating compensation rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.3.2 AT&T ILLINOIS shall bill and invoice (a) ninety-one percent (91%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from a TDS End User and terminates to an AT&T ILLINOIS End User as Section 251(b)(5) Traffic at the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement; and (b) nine percent (9%) of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic that originates from a TDS End User and terminates to an AT&T ILLINOIS End User as ISP-Bound Traffic at the FCC’s interim ISP

terminating compensation rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan).

2.3.4 The percentages set forth in Section 2.3.3 shall remain in place from the Effective Date of this Amendment. Thereafter, either Party has the right to request the other Party to adjust the percentages, every six months, by identifying the actual ISP-Bound Traffic, based upon the methodology set forth in Section 2.3.2. In the event the percentages are adjusted, the adjusted percentages will be applied on a prospective basis only, effective with the first day of the calendar quarter following the establishment of the adjusted percentage.

2.3.5 The Parties agree that, for the Term of this Amendment or for a period of 18 months, whichever is shorter, the methodology set forth in Section 2.3.2 shall serve as the exclusive means for rebutting the presumption described in Section 2.3.2. Thereafter, either Party may request a different methodology to rebut the presumption. Upon a request to change the methodology used to rebut the presumption, the Parties may implement a methodology mutually agreeable to the Parties. If the Parties are unable to agree on an alternate methodology, either Party may petition the Commission to establish and implement an alternate methodology (or, if one Party so chooses, to maintain the methodology set forth in Section 2.3.2). During the pendency of any such proceedings to change or maintain the methodology, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement for Section 251(b)(5) Traffic, and the rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) for ISP-Bound Traffic at the percentages set at the conclusion of the last study conducted pursuant to Section 2.3.2. The compensation due and owing for ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party officially first sought appropriate relief from the Commission.

2.4 Each Party will invoice the other party the reciprocal compensation rates for Section 251(b)(5) Traffic set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement and the rates set forth in Section 2.2.2, Exhibit A of the Reciprocal Compensation Amendment (Adopting FCC Interim ISP Terminating Compensation Plan) for ISP-bound Traffic based on measurements of actual traffic exchanged by the Parties.

2.4.1 TDS will on a monthly basis, calculate the amount of traffic that will be invoiced based on the specific traffic proportions identified in Section 2.3.3 above, until either party rebuts the presumption as provided in Section 2.3.

2.5 Tandem Serving Rate Elements:

2.5.1 Tandem Switching - compensation for the use of tandem switching (only)

2.5.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

2.5.3 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. In AT&T ILLINOIS end office switching in a tandem serving arrangement consists of a call duration (per minute) rate.

2.6 End Office Serving Rate Elements:

2.6.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. In AT&T ILLINOIS the end office switching rate consists of a call duration (per minute) rate.

2.7 If CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T ILLINOIS tandem switch pursuant to 47 C.F.R. §51.711 (a)(3) as set forth in Section 2.10 below, it shall only be paid End Office Serving Rate Elements.

2.8 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 Amendment.

2.9 Intentionally Omitted

2.10 Tandem Interconnection Rate Application

2.10.1 For TDS traffic that terminates to AT&T ILLINOIS, 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 ILLINOIS traffic that terminates to TDS, the tandem interconnection rate shall apply only when it is determined that TDS' switch is actually serving a geographic area comparable to the AT&T ILLINOIS' tandem switch in a specific LATA. Where TDS has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by AT&T ILLINOIS' tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), TDS shall be entitled to receive the End Office Switching rate set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement and as specified in Section 2.6 above.

2.10.2 For purposes of this Section 2.10, a switch actually serves a geographic area comparable to the area served by AT&T ILLINOIS' 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.

2.10.3 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.

2.10.4 Based on the specific architecture of the TDS network and the geographic area served by the TDS network, the Parties agree that TDS' switch meets the criteria set forth in 2.10.2 and will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from a AT&T ILLINOIS End User that terminates to a TDS End User as follows:

- (i) Fifty percent (50%) of AT&T ILLINOIS' Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to TDS' End Users shall be compensated at the end office switching rate as set forth in Section 4, Appendix Reciprocal Compensation in the underlying Agreement.
- (ii) Fifty percent (50%) of AT&T ILLINOIS' Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to TDS' End Users shall be compensated at a tandem blended rate calculated as follows:

[End Office Switching + Tandem Switching + Transport Termination + (15 miles x Tandem Transport Facility Mileage)]

2.10.4.1 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 2.5 above.

2.10.5 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 ILLINOIS tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in the underlying 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 ILLINOIS' tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

(2) AMENDMENT EFFECTIVE DATE

2.1 This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission (“Commission”) and shall become effective ten (10) days following approval by such Commission.

(3) TERM OF AMENDMENT

3.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement including, without limitation, any amendments to such Agreement, but rather, will be coterminous with such Agreement.

(4) RESERVATIONS OF RIGHTS

4.1 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“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 Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively “Government Actions”). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T ILLINOIS shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC’s own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC’s Order *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T ILLINOIS has adopted the FCC ISP terminating compensation plan (“FCC Plan”) in an AT&T ILLINOIS state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T ILLINOIS’ right to exercise its option at any time to adopt on a date specified by AT&T ILLINOIS the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan’s prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) (“Provisions”) of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party (“Written Notice”). With respect to any Written Notices

hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) MISCELLANEOUS

5.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

5.2 This Amendment constitutes the entire amendment of the Agreement with respect to the matters addressed herein and supersedes all previous proposals, both verbal and written.

5.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC

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

By: W. J. McEgan

By: Rebecca L Sparks

Printed: W. J. McEgan

Printed: Rebecca L. Sparks

Title: EVF - Finance & CFO
(Print or Type)

Title: Executive Director-Regulatory

Date: 10-31-06

NOV 10 2006
Date: _____

FACILITIES-BASED OCN # 2320

ACNA MSN

**COLLOCATION AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
TDS METROCOM, LLC F/K/A TDS METROCOM, INC.**

This Collocation Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois") and TDS Metrocom, LLC f/k/a TDS Metrocom, Inc. ("**CLEC**") is dated, December 13, 2006.

WHEREAS, AT&T and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Act**") approved by the State Commission in each state as required, as may have been amended prior to the date hereof (the "**Agreement**");

WHEREAS, the Parties want to amend the Agreements to establish an agreed methodology for billing collocation Security Access/ID (identification) Cards, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
2. Beginning on and after the Amendment Effective Date (as defined in paragraph 4 of this Amendment), the Parties agree that the Monthly Recurring Rates for Security/Access ID Cards shall be set forth as follows:
 - a. TDS and AT&T agree to a fixed monthly rate for Security/Access ID cards based on a per badge rate of \$75 and an allowed quantity of badges of 300 combined for the three states of Wisconsin, Illinois and Michigan.
 - b. The 300 includes all active badges.
 - c. TDS may order new badges, renewals, lost, damage or replacements in quantities from 1 to 5 badges per order. TDS can request expedites on thirty (30) requests for new badges, renewals, lost, damaged, or replacements, at no additional charge, during any calendar year. The number of expedites will be prorated for the remaining balance of the calendar year after the Amendment Effective date during the first year.
 - d. The monthly recurring charge for each state will be \$625.00 ((300 x \$75)/12/3) The monthly recurring charge will be billed to one BAN, in each state, in its entirety.
 - e. AT&T will track TDS total active badges against the total allowed (300), and track expedite requests against the total allowed (30) for the calendar year. AT&T will provide a detailed tracking report to TDS on a quarterly basis. This quarterly report will include the date of the request, the requestor's name, and the name of the person requiring the badge.
 - f. If TDS exceeds the total quantity or exceeds the expedite level then the rates below will apply to every badge over the limit.
 - Normal request = \$80.00 per card
 - Expedited request = \$85.00 per card

- g. TDS will develop and use an internal inventory tracking process for each badge application. A unique inventory number will be included on each badge application submitted to AT&T. AT&T and TDS will use the inventory tracking numbers to track and reconcile calendar year (300) and expedite limits (30).
3. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for Security/Access ID Cards in the Appendix Collocation or AT&T Illinois' Tariff, or of the manner in which AT&T Illinois has applied or billed such rates, or any other aspect of its security access and ID badge billing, all as existed prior to the making of this Amendment.
4. The effective date of this Amendment in a state shall be the day the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("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 State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.
6. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, released on August 21, 2003; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
7. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.
8. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

TDS Metrocom, LLC f/k/a TDS Metrocom, Inc.

By: Bruce H. Motteau

Printed: BRUCE H. MOTTEAU

Title: Director Carrier Relations

Date: 12-12-06

Illinois Bell Telephone Company d/b/a AT&T
Illinois, By its Authorized Agent, AT&T
Telecommunications, Inc.

By: Rebecca L. Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 12-13-06

AECN/OCN # 2320

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
TDS METROCOM, LLC

WHEREAS, effective December 1, 2004, the Illinois Commerce Commission has made changes to the Illinois Administrative Code (the "Code"), Title 83, Chapter I subchapter f, Part 725, Section 725.810 regarding the process 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, and

NOW, THEREFORE, the Parties agree that the Interconnection Agreement dated September 21, 2001 by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois")¹ and TDS Metrocom, LLC ("TDS") ("Agreement") effective in the State of Illinois is hereby amended as follows:

1. To the extent that the Agreement contains a "9-1-1" or "E9-1-1" section of the Resale Appendix² governing TDS' resale operations, the parties agree to add the following terms:
 - (A) Upon the Effective Date of this Amendment, and no later than November 30, 2005, the Parties hereby agree to comply with the changes made by the Illinois Commerce Commission to the Illinois Administrative Code (the "Code"), Title 83, Chapter I, subchapter f, Part 725, Section 725.810, regarding collection and remittance of all applicable 911 fees and surcharges. TDS is responsible for remitting the aforementioned 9-1-1 surcharges or fees regardless of whether such 9-1-1 surcharges or fees are billed and/or collected from the Resale End User, and regardless of whether they are itemized on a per-line basis or simply included as a part of the overall charges assessed to the Resale End User.
 - (B) Beginning on the effective date of this Amendment, and no later than November 30, 2005, AT&T Illinois will cease billing the 9-1-1 surcharges to TDS on the monthly Resale Services bill, and AT&T Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the TDS' behalf. AT&T Illinois' obligations to route the Resale End User's 9-1-1 calls to the appropriate PSAP, and to administer the 9-1-1 database, where applicable, will remain unchanged by this change in billing processes.
2. Section 5.0 Term of Agreement of the General Terms and Conditions is amended by adding the following section:
 - 5.1.1 Notwithstanding anything to the contrary in this Section 5.0, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing December 4, 2007 until December 4, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from TDS, by AT&T Illinois pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
3. The Parties acknowledge and agree that AT&T Illinois shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

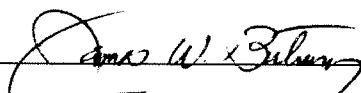
¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

² Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2008, by AT&T Illinois, signing by and through its duly authorized representative, and TDS, signing by and through its duly authorized representative.

TDS Metrocom, LLC

By: 

Name: James W. Bertman
(Print or Type)

Title: Group President
(Print or Type)

Date: 5/1/2008

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

By: _____

Name: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

FACILITIES-BASED OCN # 2320

UNE OCN # _____

RESALE OCN # _____

ACNA MSN

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
TDS METROCOM, LLC

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois ("AT&T") and TDS Metrocom, 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 Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated September 21, 2001 (the "Agreement"); and

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

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.

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

4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

TDS Metrocom, LLC

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

By: Katherine S. Barnekow

By: Eddie A. Reed, Jr.

Printed: Katherine S. Barnekow

Printed: Eddie A. Reed, Jr.

Title: Director - Carrier Relations
(Print or Type)

Title: Director - Interconnection Agreements

Date: 5/6/08

Date: 5-9-08

Switch Based AECN - 2320

ACNA - MSN

APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T MIDWEST REGION 5-STATE means the AT&T ILEC as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T MIDWEST REGION 5-STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and State Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 Performance Measurements means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.3 AT&T Midwest Remedy Plan means the first remedy plan filed for State Commission review and approval in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Performance Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the Parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.
- 1.6 AT&T MIDWEST REGION 5-STATE's agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T MIDWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T MIDWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T MIDWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Measurements Plan agrees that AT&T MIDWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of AT&T MIDWEST REGION 5-STATE's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
- Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657
 - Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin - AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 of the AT&T Midwest Remedy Plan.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
TDS METROCOM, LLC

This Amendment modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois¹ ("AT&T") and TDS Metrocom, 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 Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 10/24/2001 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the Illinois Commerce Commission's ("IL-CC's") Order in Case No. 05-0442 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Illinois Order"); and

WHEREAS, on September 21, 2007, the United States District Court for the Northern District of Illinois issued an order reversing, in part, the Illinois Order; and

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

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

1. The TRO/TRRO Amendment, under the Illinois TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
 - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.3;
 - 1.3 The clause "serves a Mass Market Customer and " is deleted from the text of Section 0.1.4; and
 - 1.4 The text of Section 0.1.5 is removed in its entirety and replaced with "Intentionally left blank."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the IL-CC and shall become effective ten (10) days following approval by such Commission.

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

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.

TDS Metrocom, LLC

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

By: Katherine S. Barnekow

By: Eddie A. Reed, Jr.

Printed: Katherine S. Barnekow

Printed: Eddie A. Reed, Jr.

Title: Director - Carrier Relations
(Print or Type)

Title: Director – Interconnection Agreements

Date: 5/8/08

Date: 5-14-08

Resale OCN
UNE OCN
Switch Based OCN 2320
ACNA MSN

**AMENDMENT
TO INTERCONNECTION AGREEMENT
By and Between
ILLINOIS BELL TELEPHONE COMPANY
AND
TDS METROCOM, LLC**

The Interconnection Agreement, dated September 21, 2001 ("the Agreement") by and between Illinois Bell Telephone Company ("AT&T Illinois") and TDS Metrocom, LLC. ("TDS Metrocom" or "CLEC") is hereby amended as follows:

1. Add the following sections 16.6.9, 16.6.10, 16.6.11 and 16.6.12 to the UNE Appendix:

16.6.9 Subject to the conditions and qualifications set forth in this Section 16.6.9 and Sections 16.6.10, 16.6.11 and 16.6.12, CLEC, at its discretion, may elect to be charged a flat rate monthly charge ("Trouble Charge") in lieu of the charges provided for in Sections 16.6.2 and 16.6.3. To qualify to make this election ("Trouble Charge Election"), CLEC must (i) maintain and pay for a minimum of 75,000 UNE loops and UNE subloops obtained from AT&T Illinois, AT&T Wisconsin and/or AT&T Michigan during each month, with the percentage of such loops being high capacity (DS1 and above) UNE loops not to exceed 40 %; and (ii) first certify in writing each of the following: (A) that CLEC has already established and implemented processes to ensure that, before issuing such trouble report, CLEC will make a determination that the trouble is not in CLEC's own equipment and/or facilities or that of its End User; (B) that such process is required to be followed in every case prior to the issuance of a trouble report to AT&T Illinois; (C) that such process shall consist, at a minimum, of the following steps:

(1) For POTS lines and DSL capable POTS lines, CLEC will first perform a remote fault isolation test, conducted in accordance with Telecordia and Bell Core standards, from the CLEC/AT&T point of collocation. In all cases other than those in which the remote fault isolation test either (a) confirms a reported down aerial wire or cut drop wire; or (b) indicates a line fault less than 1,000 feet from the origination of the circuit, CLEC shall dispatch a field service technician ("FST") to CLEC's customer's premises to perform on-site tests of the end user's facilities at that end user's network interface device ("NID") to determine if a fault exists. CLEC will not open a trouble ticket with AT&T unless the remote isolation fault test indicates a line fault in AT&T's network and the on-site FST testing confirms that there is no trouble in the CLEC/end user's facilities and/or equipment.

(2) For high capacity lines, a CLEC central office technician will perform testing from the DSX panel in the central office for network interface unit ("NIU") loopback and bit error rate tests for the following test patterns: All 1s, all 0s, QRSS, 3N24. A trouble ticket will be opened with AT&T only if the NIU does not loopback or the error rate tests report errors.

and (D) that CLEC will provide available test results to AT&T when issuing a trouble report to AT&T. Such certification must be made as part of the initial election, and then within 30 days prior to every anniversary of that election. Failure to (i) maintain the minimum level of UNE loops and subloops in any month; (ii) comply with the maximum percentage of high capacity UNE loops in any month; and/or (iii) provide the annual certification shall permit AT&T Illinois to cease charging the Trouble Charge and to begin charging pursuant to Sections 16.6.2 and 16.6.3.

- 16.6.10 The Trouble Charge is applicable to every UNE loop and sub-loop purchased by CLEC, including DS1 and DS3 as well as POTS UNE loops, DSL UNE loops and UNE sub-loops, beginning on the

later of June 1, 2008 or, if the certification is not provided at the same time that CLEC agrees to this Section by executing the Agreement (or if not part of the Agreement as originally executed, the amendment adding this Section), the beginning of the first billing period following the CLEC's provision to AT&T Illinois of the certification required herein. CLEC understands and acknowledges that the Trouble Charge (if ever applicable) shall not be separately billed, but rather shall be included as an additive to the UNE loop/sub-loop price and billed in a single charge for the pertinent loop/sub-loop. The Parties also understand and acknowledge that if CLEC qualifies to make the Trouble Charge election and makes it, the charges provided for in Sections 16.6.2 and 16.6.3 will not be applicable to any UNE facilities (including high capacity transport as well as loops), except as is otherwise provided herein. UNE loop and sub-loop monthly recurring prices reflecting the inclusion of the Trouble Charge are contained in the attached Pricing Schedule. If CLEC qualifies to make the Trouble Charge election and makes it, the parties agree that the Trouble Charge shall be reflected in any UNE loop and sub-loop pricing between them through and including December 4, 2010. Subject to the provisions of sections 16.6.11 and 16.6.12, the Trouble Charge specific to TDS Metrocom is \$0.11, a number that was calculated based on a TDS Metrocom-specific historical study, covering the 12 month period ending December 31, 2007 (the "Study Period"), taking into account factors including the number and make-up of UNE loops purchased by TDS Metrocom from AT&T Illinois, AT&T Wisconsin and AT&T Michigan (collectively, "AT&T"), the frequency and nature of the trouble reports issued by TDS Metrocom to AT&T, and the charges billed to TDS Metrocom pursuant to Sections 16.6.2 and 16.6.3. With the inclusion of this Section, TDS Metrocom has elected for Sections 16.6.9, 16.6.10, 16.6.11 and 16.6.12 to apply to it, and AT&T acknowledges receipt of the required initial certification. In the event a CLEC other than TDS Metrocom requests to adopt this Agreement ("Adopting CLEC"), qualifies to make the Trouble Charge Election and makes it, a Trouble Charge (and resulting UNE loop/subloop monthly recurring charges), specific to that Adopting CLEC, shall be determined based on an historical study specific to that Adopting CLEC taking into account factors including the number and make-up of UNE loops purchased by Adopting CLEC from AT&T, the frequency and nature of the trouble reports issued by that Adopting CLEC to AT&T, and the charges billed to the Adopting CLEC under Sections 16.6.2 and 16.6.3 or comparable contract provisions. For purposes of such study, the Study Period for an Adopting CLEC shall be the 12-calendar-month period the last calendar month of which is the month which is six (6) months prior to CLEC's election, or such other period of time as is mutually agreed-upon by the CLEC and AT&T. By way of example, if AT&T receives CLEC's election in June, the 12-calendar-month period would end in December of the preceding year.

- 16.6.11 Effective May 1, 2009, the Trouble Charge specific to TDS Metrocom will be increased from \$0.11 to \$0.13. Such increased Trouble Charge (and resulting UNE loop/subloop recurring charges) shall become effective on May 1, 2009, automatically and without the need for a written Amendment to this Agreement. Unless a different Trouble Charge is subsequently established in accordance with section 16.6.12, the Trouble Charge of \$0.13 will remain in effective until the termination of the Agreement.
- 16.6.12 Notwithstanding anything to the contrary in this Agreement, if CLEC is being charged the Trouble Charge (whether at the originally applicable rate or at a subsequently recalculated rate pursuant to Section 16.6.11 or this Section 16.6.12), either Party may, within 60 days prior to each anniversary of the effective date of the Trouble Charge implemented pursuant to Sections 16.6.9 and 16.6.10 request that the Trouble Charge be recalculated only if, for any three consecutive calendar months beginning after the then-applicable Trouble Charge began to apply, the average number of monthly trouble reports that CLEC issues to AT&T, stated as a percentage of the monthly average number of billed UNE loops and UNE sub-loops in place during that same three month period, varies by more than 33% from the average number of trouble reports issued per month by CLEC during the Study Period used in establishing the Trouble Charge stated as a percentage of the average number of UNE loops and UNE subloops in place during the Study Period. In the event that either

Party makes such a request, the Parties will make a good faith attempt to reach a mutual agreement on a revised Trouble Charge to become effective as of the date that such agreement is reached. If, within two months after a request is made for a recalculation, the Parties are unable to reach an agreement on a recalculated Trouble Charge, the matter will be made subject to the Dispute Resolution provisions of the Agreement.

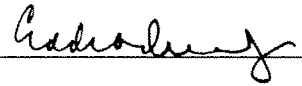
2. For as long CLEC is under the Trouble Charge Election and being charged the Trouble Charge, Section 16.6.8 of the UNE Appendix will not apply. In the event that CLEC does not elect to pay the Trouble Charge or if, at any time during the term of the Agreement, CLEC's Trouble Charge Election ceases to be effective and AT&T Illinois is permitted to, and does, charge per occurrence trouble isolation charges according to Sections 16.6.2 and 16.3.3, then, in such case, section 16.6.8 shall also apply. The per occurrence trouble isolation charges that shall apply in the event that sections 16.6.2 and 16.6.3 are applicable shall remain the same as they were at that time this Amendment became effective. Specifically, the charge applicable to UNE POTS loops and DSL loops shall be \$71.00 per occurrence and the charges applicable to high capacity loops and transport facilities (DS1 and above) shall be \$200 for the first half hour and \$85 for each additional half hour.
3. Replace the current language in Section 9.3.1 of the DSL Appendix with the following:

If CLEC opens a trouble ticket for the HFPL portion of the loop to AT&T Illinois and the problem is determined to be in CLEC's network, CLEC will pay AT&T Illinois the Time and Materials charges for trouble isolation at the rates set forth in the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where AT&T Illinois determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in AT&T Illinois's network, CLEC will be credited for all AT&T Illinois trouble isolation charges on the original trouble ticket and, if deemed necessary, charges from subsequent trouble tickets warranted to the same case of trouble. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.
4. Delete the current Pricing Schedule for the Agreement and replace it with the attached Pricing Schedule. The change to the current Pricing Schedule reflected in the attached Pricing Schedule is the addition of UNE loop and UNE sub-loop monthly recurring charges which include the Trouble Charge referred to in Section 16.6.9, 16.6.10 and 16.6.11 of the UNE Appendix, to apply in the event that CLEC elects to pay the Trouble Charge pursuant to the provisions of 16.6.9, 16.6.10, 16.6.11 and 16.6.12 of the UNE Appendix. The referenced UNE loop and UNE sub-loop recurring rates charges referred above, are subject to revision in accordance with the provisions of Sections 16.6.10, 16.6.11 and 16.12.
5. Notwithstanding any provision of the Agreement or this Amendment to the contrary, the UNE loop and UNE sub-loop monthly recurring charges referred to in paragraph (4), above, will become effective on June 1, 2008 or the Effective Date of the Agreement, whichever is later. Within 60 days of the Effective Date of this Amendment, the parties will perform any manual billing, credits or other true-up necessary to effectuate this provision.
6. Each Party agrees that, prior to December 4, 2010, it will absolutely forbear from seeking or bringing any proceeding for the purpose of challenging or requesting changes in the TIC provisions implemented pursuant to this Amendment.
7. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the period through and including December 4, 2010, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights or otherwise.

- 7.1 Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreement(s) for the period through and including December 4, 2010, will be governed by the provisions of this Amendment, unless this Amendment is specifically referenced and expressly superseded by a future amendment between the Parties that references this Amendment, and then only to the extent set forth in any such future amendment.
- 7.2 If the underlying ICA or any future interconnection agreement(s) expire sooner than December 4, 2010, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICA or any future interconnection agreement(s), but instead, the Amendment will be deemed incorporated into any successor interconnection agreement(s) between the Parties through December 4, 2010, without the need for re-filing it, referencing it in the successor interconnection agreement(s), or otherwise further preserving it.
- 7.3 Up to and through December 4, 2010, and with respect to AT&T Illinois, this Amendment applies to any Affiliate of CLEC, and to any purchaser or other transferee via any lease, transfer, sale or other conveyance by CLEC of all or a substantial portion of its assets, in which case CLEC shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of CLEC.
8. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).
9. All other terms and conditions of the Agreement remain unchanged.
10. 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
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
12. This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 24th day of June, 2008, by AT&T Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, LLC

By: Name: David D. Withner
(Print or Type)Title: President & CEODate: 12/18/08Illinois Bell Telephone Company, d/b/a AT&T Illinois,
By AT&T Operations, Inc., its authorized agentBy: Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director-Interconnection Agreements

Date: 12.24.08

Switch Based OCN # 2320

ACNA MSN

Line	ALL IN ONE AT&T Generic Rates	USOC	Recurring /3/	Recurring Thru 4/30/09 /4/	Recurring Starting 5/1/09 /4/	Non-Recurring	Footnote
2	NETWORK ELEMENTS						
3	Loops						
4	2-Wire Analog - Metro (Access Area A)	U2H0A	\$ 5.17	\$ 5.28	\$ 5.30	See NRC prices below	
5	2-Wire Analog - Suburban (Access Area B)	U2H0B	\$ 12.40	\$ 12.51	\$ 12.53	See NRC prices below	
6	2-Wire Analog - Rural (Access Area C)	U2H0C	\$ 14.91	\$ 15.02	\$ 15.04	See NRC prices below	
7	2-Wire Ground Start PBX-Metro (Access Area A)	U2J0A	\$ 4.11	\$ 4.22	\$ 4.24	See NRC prices below	
8	2-Wire Ground Start PBX-Suburban (Access Area B)	U2J0B	\$ 13.13	\$ 13.24	\$ 13.26	See NRC prices below	
9	2-Wire Ground Start PBX-Rural (Access Area C)	U2J0C	\$ 16.71	\$ 16.82	\$ 16.84	See NRC prices below	
10	2-Wire COPTS Coin-Metro (Access Area A)	U2C0A	\$ 4.11	\$ 4.22	\$ 4.24	See NRC prices below	
11	2-Wire COPTS Coin-Suburban (Access Area B)	U2C0B	\$ 13.28	\$ 13.39	\$ 13.41	See NRC prices below	
12	2-Wire COPTS Coin-Rural (Access Area C)	U2C0C	\$ 18.94	\$ 19.05	\$ 19.07	See NRC prices below	
13	2-Wire EKL-Metro (Access Area A)	U2K0A	\$ 4.24	\$ 4.35	\$ 4.37	See NRC prices below	
14	2-Wire EKL-Suburban (Access Area B)	U2K0B	\$ 16.30	\$ 16.41	\$ 16.43	See NRC prices below	
15	2-Wire EKL-Rural (Access Area C)	U2K0C	\$ 21.62	\$ 21.73	\$ 21.75	See NRC prices below	
16	Conditioning for dB Loss	NA				See NRC prices below	
17	4-Wire Analog - Metro (Access Area A)	U4H0A	\$ 8.27	\$ 8.38	\$ 8.40	See NRC prices below	
18	4-Wire Analog - Suburban (Access Area B)	U4H0B	\$ 27.25	\$ 27.36	\$ 27.38	See NRC prices below	
19	4-Wire Analog - Rural (Access Area C)	U4H0C	\$ 34.97	\$ 35.08	\$ 35.10	See NRC prices below	
20	2-Wire Digital - Metro (Access Area A)	U2D0A	\$ 5.44	\$ 5.55	\$ 5.57	See NRC prices below	
21	2-Wire Digital - Suburban (Access Area B)	U2D0B	\$ 17.76	\$ 17.87	\$ 17.89	See NRC prices below	
22	2-Wire Digital - Rural (Access Area C)	U2D0C	\$ 22.24	\$ 22.35	\$ 22.37	See NRC prices below	
23	4-Wire Digital - Metro (Access Area A)	U4D0A	\$ 27.72	\$ 27.83	\$ 27.85	See NRC prices below	
24	4-Wire Digital - Suburban (Access Area B)	U4D0B	\$ 40.49	\$ 40.60	\$ 40.62	See NRC prices below	
25	4-Wire Digital - Rural (Access Area C)	U4D0C	\$ 53.62	\$ 53.73	\$ 53.75	See NRC prices below	
26	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.70	\$ 335.84	\$ 335.86	See NRC prices below	
27	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76	\$ 405.87	\$ 405.89	See NRC prices below	
28	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 526.15	\$ 526.26	\$ 526.28	See NRC prices below	
29	DSL Capable Loops						
30	2-Wire xDSL Loop						
31	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	2SLA1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
32	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	2SLA2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
33	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	2SLA3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
34	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	2SLC1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
35	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	2SLC2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
36	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	2SLC3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
37	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	2SLB1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
38	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	2SLB2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
39	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	2SLB3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
40	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	2SLD1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
41	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	2SLD2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
42	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	2SLD3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
43	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	UWRA1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
44	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	UWRA2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
45	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	UWRA3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
46	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	2SLF1	\$ 5.09	\$ 5.20	\$ 5.22	See NRC prices below	
47	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	2SLF2	\$ 11.57	\$ 11.68	\$ 11.70	See NRC prices below	
48	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	2SLF3	\$ 17.81	\$ 17.92	\$ 17.94	See NRC prices below	
49	4-Wire xDSL Loop						
50	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	4SL11	\$ 7.93	\$ 8.04	\$ 8.06	See NRC prices below	
51	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	4SL12	\$ 20.93	\$ 21.04	\$ 21.06	See NRC prices below	
52	PSD #3 - 4-Wire xDSL Loop Access Area C - Rural	4SL13	\$ 33.59	\$ 33.70	\$ 33.72	See NRC prices below	
53	DSL Capable Loop						
54	IDSL Loop Access Area A - Metro	UY5FA	\$ 5.44	\$ 5.55	\$ 5.57	See NRC prices below	
55	IDSL Loop Access Area B - Suburban	UY5FB	\$ 17.76	\$ 17.87	\$ 17.89	See NRC prices below	
56	IDSL Loop Access Area C - Rural	UY5FC	\$ 22.24	\$ 22.35	\$ 22.37	See NRC prices below	
57	Loop Non-Recurring Charges						
58	Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect)	SEPUP				\$ 11.27	/1/
59	Service Order - Initial (Connect)	PENDING	NA			\$ 6.76	/2/
60	Service Order - (Disconnect)	PENDING				\$ 6.36	/2/
61	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	REAH9	NA			\$ 6.76	
62	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	NR9UP	NA			\$ 5.78	
63	Line Connection Charge - analog Loop - Per Termination (connect + disconnect)	PENDING	NA			\$ 50.13	/1/
64	Line Connection (Initial)	PENDING				\$ 43.97	/2/
65	Line Connection (Additional)	PENDING				\$ 49.00	/2/
66	Line Connection (Disconnect)	PENDING				\$ 33.92	/2/
67	Line Connection (Disconnect - Initial)	PENDING				\$ 8.88	/2/
68	Line Connection (Disconnect - Additional)	PENDING				\$ 9.50	/2/
69	Service Ordering - (DS1) - Administrative Charge (Connect + Disconnect)	NR9R				\$ 7.03	/2/
70	Service Ordering - (DS1) - Administrative Charge (Connect)	PENDING				\$ 16.74	/1/
71	Service Ordering - (DS1) - Administrative Charge (Disconnect)	PENDING	NA			\$ 10.64	/2/
72	Service Provisioning (DS1) (Connect + Disconnect)	NR9OU				\$ 8.60	/2/
73	DS1 - Design & Central Office (connect-Initial)	PENDING	NA			\$ 206.06	/1/
74	DS1 - Design & Central Office (connect-Additional)	PENDING				\$ 200.75	/2/
75	DS1 - Design & Central Office (disconnect-Initial)	PENDING				\$ 100.57	/2/
76	DS1 - Design & Central Office (disconnect-Additional)	PENDING				\$ 7.49	/2/
77	Service Ordering - (DS3) - Administrative Charge (Connect + Disconnect)	NR9DY				\$ 5.83	/2/
78	DS3 - Administrative (Connect)	PENDING	N/A			\$ 16.74	/1/
79	DS3 - Administrative (Disconnect)	PENDING				\$ 10.64	/2/
80	Service Provisioning (DS3) (Connect + Disconnect)	NR9O1				\$ 8.60	/2/
81	Connection	PENDING				\$ 89.95	/1/
82	Initial	PENDING				\$ 84.49	/2/
83	Additional	PENDING				\$ 84.49	/2/
84	Disconnection	PENDING				\$ 26.79	/2/
85	Initial	PENDING				\$ 7.68	/2/
86	Additional	PENDING				\$ 7.68	/2/
87	Enhanced Extended Loop (EEL) Service Order per LSR					\$ 6.02	/2/
88	Analog Loop Service Order Charge per ASR or LSR						
89	Electronic Establish (Connection + Disconnection)	PENDING				\$ 16.61	/1/
90	Connection	PENDING				\$ 10.48	/2/
91	Disconnection	PENDING				\$ 8.63	/2/
92	Electronic Subsequent	PENDING				\$ 10.04	
93	Manual Establish (Connection + Disconnection)	PENDING				\$ 93.25	/1/
94	Connection	PENDING				\$ 63.12	/2/
95	Disconnection	PENDING				\$ 42.47	/2/
96	Manual Subsequent	PENDING				\$ 58.18	/1/
97	2-Wire Digital Loop Service Order Charge						
98	Electronic Establish (Connection + Disconnection)	PENDING				\$ 16.61	/1/
99	Connection	PENDING				\$ 10.48	/2/
100	Disconnection	PENDING				\$ 8.63	/2/
101	Electronic Subsequent	PENDING				\$ 10.04	
102	Manual Establish (Connection + Disconnection)	PENDING				\$ 93.25	/1/
103	Connection	PENDING				\$ 63.12	/2/
104	Disconnection	PENDING				\$ 42.47	/2/
105	Manual Subsequent	PENDING				\$ 58.18	/1/
106	DS1 Loop Service Order Charge per ASR or LSR						
107	Electronic Establish (Connection + Disconnection)	PENDING				\$ 16.61	/1/
108	Connection	PENDING				\$ 10.48	/2/
109	Disconnection	PENDING				\$ 8.63	/2/
110	Electronic Subsequent	PENDING				\$ 10.04	
111	Manual Establish (Connection + Disconnection)	PENDING				\$ 93.25	/1/
112	Connection	PENDING				\$ 63.12	/2/
113	Disconnection	PENDING				\$ 42.47	/2/
114	Manual Subsequent	PENDING				\$ 58.18	/1/
115	DS1 Loop Service Order Charge per ASR or LSR						

Line	ILLINOIS AT&T Generic Rates	USOC	Recurring /3/	Recurring Thru 4/30/09 /4/	Recurring Starting 5/1/09 /4/	Non-Recurring	Footnote
120	Electronic Establish (Connection + Disconnection)	PENDING				\$ 17.27	/1/
121	Connection	PENDING				\$ 11.14	/2/
122	Disconnection	PENDING				\$ 8.63	/2/
123	Electronic Subsequent	PENDING				\$ 10.04	
124	Manual Establish (Connection + Disconnection)	PENDING				\$ 99.98	/1/
125	Connection	PENDING				\$ 69.74	/2/
126	Disconnection	PENDING				\$ 42.47	/2/
127	Manual Subsequent	PENDING				\$ 59.18	/1/
128							
129	DS1 Transport Service Order Charge per ASR or LSR						
130	Electronic Establish (Connection + Disconnection)	PENDING				\$ 17.56	/1/
131	Connection	PENDING				\$ 11.44	/2/
132	Disconnection	PENDING				\$ 8.63	/2/
133	Manual Establish (Connection + Disconnection)	PENDING				\$ 102.83	/1/
134	Connection	PENDING				\$ 72.70	/2/
135	Disconnection	PENDING				\$ 42.47	/2/
136							
137	DS3 Transport Service Order Charge per ASR or LSR						
138	Electronic Establish (Connection + Disconnection)	PENDING				\$ 17.56	/1/
139	Connection	PENDING				\$ 11.44	/2/
140	Disconnection	PENDING				\$ 8.63	/2/
141	Manual Establish (Connection + Disconnection)	PENDING				\$ 102.83	/1/
142	Connection	PENDING				\$ 72.70	/2/
143	Disconnection	PENDING				\$ 42.47	/2/
144							
145	General Office DS1 to Voice Mux Service Order						
146	Electronic Establish (Connection + Disconnection)	PENDING				\$ 17.56	/1/
147	Connection	PENDING				\$ 11.44	/2/
148	Disconnection	PENDING				\$ 8.63	/2/
149	Manual Establish (Connection + Disconnection)	PENDING				\$ 102.83	/1/
150	Connection	PENDING				\$ 72.70	/2/
151	Disconnection	PENDING				\$ 42.47	/2/
152							
153	Non-Channelized DS1 EEL Service Order						
154	Electronic Establish (Connection + Disconnection)	PENDING				\$ 17.27	/1/
155	Connection	PENDING				\$ 11.14	/2/
156	Disconnection	PENDING				\$ 8.63	/2/
157	Manual Establish (Connection + Disconnection)	PENDING				\$ 101.64	/1/
158	Connection	PENDING				\$ 69.74	/2/
159	Disconnection	PENDING				\$ 42.47	/2/
160							
161	Provisioning						
162	2-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING				\$ 56.18	/1/
163	Connection	PENDING				\$ 49.44	/2/
164	Disconnection	PENDING				\$ 9.50	/2/
165	2-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING				\$ 38.85	/1/
166	Connection	PENDING				\$ 33.88	/2/
167	Disconnection	PENDING				\$ 7.03	/2/
168	4-Wire Analog Loop Connection - Initial (Connection + Disconnection)	PENDING				\$ 56.18	/1/
169	Connection	PENDING				\$ 49.44	/2/
170	Disconnection	PENDING				\$ 9.50	/2/
171	4-Wire Analog Loop Connection - Additional (Connection + Disconnection)	PENDING				\$ 38.85	/1/
172	Connection	PENDING				\$ 33.88	/2/
173	Disconnection	PENDING				\$ 7.03	/2/
174	2-Wire Digital Loop Connection - Initial (Connection + Disconnection)	PENDING				\$ 72.50	/1/
175	Connection	PENDING				\$ 65.78	/2/
176	Disconnection	PENDING				\$ 9.50	/2/
177	2-Wire Digital Loop Connection - Additional (Connection + Disconnection)	PENDING				\$ 35.44	/1/
178	Connection	PENDING				\$ 30.46	/2/
179	Disconnection	PENDING				\$ 7.03	/2/
180	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)	PENDING				\$ 248.22	/1/
181	Connection	PENDING				\$ 11.97	/2/
182	Disconnection	PENDING				\$ 141.01	/1/
183	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)	PENDING				\$ 135.15	/2/
184	Connection	PENDING				\$ 8.25	/2/
185	Disconnection	PENDING				\$ 72.36	/1/
186	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)	PENDING				\$ 66.78	/2/
187	Connection	PENDING				\$ 7.92	/2/
188	Disconnection	PENDING				\$ 39.58	/1/
189	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)	PENDING				\$ 36.59	/2/
190	Connection	PENDING				\$ 4.20	/2/
191	Disconnection	PENDING				\$ 104.45	/1/
192	DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING				\$ 95.99	/2/
193	Connection	PENDING				\$ 12.35	/2/
194	Disconnection	PENDING				\$ 67.78	/1/
195	DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING				\$ 61.85	/2/
196	Connection	PENDING				\$ 8.84	/2/
197	Disconnection	PENDING					
198							
199	DS1 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING				\$ 292.42	/1/
200	Connection	PENDING				\$ 280.21	/2/
201	Disconnection	PENDING				\$ 17.20	/2/
202	DS1 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING				\$ 156.12	/1/
203	Connection	PENDING				\$ 146.51	/2/
204	Disconnection	PENDING				\$ 12.13	/2/
205	4-Wire DS1 Digital Loop to DS1 Interoffice Dtd. Trmpt. Collocated - Initial (Connection + Disconnection)	PENDING				\$ 292.84	/1/
206	Connection	PENDING				\$ 280.84	/2/
207	Disconnection	PENDING				\$ 17.20	/2/
208	4-Wire DS1 Digital Loop to DS1 Interoffice Dtd. Trmpt. Collocated - Additional (Connection + Disconnection)	PENDING				\$ 155.01	/1/
209	Connection	PENDING				\$ 146.40	/2/
210	Disconnection	PENDING				\$ 12.13	/2/
211	4-Wire DS1 Digital Loop to DS1 Dtd. Trmpt. Non-Collocated - Initial (Connection + Disconnection)	PENDING				\$ 368.40	/1/
212	Connection	PENDING				\$ 356.20	/2/
213	Disconnection	PENDING				\$ 17.20	/2/
214	4-Wire DS1 Digital Loop to DS1 Dtd. Trmpt. Non-Collocated - Additional (Connection + Disconnection)	PENDING				\$ 236.90	/1/
215	Connection	PENDING				\$ 228.29	/2/
216	Disconnection	PENDING				\$ 12.13	/2/
217	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)	PENDING				\$ 151.91	/1/
218	Connection	PENDING				\$ 139.71	/2/
219	Disconnection	PENDING				\$ 17.20	/2/
220	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)	PENDING				\$ 57.39	/1/
221	Connection	PENDING				\$ 48.78	/2/
222	Disconnection	PENDING				\$ 12.13	/2/
223	DS3 Interoffice UDT - Non-collocated - Initial (Connection + Disconnection)	PENDING				\$ 177.23	/1/
224	Connection	PENDING				\$ 165.03	/2/
225	Disconnection	PENDING				\$ 17.20	/2/
226	DS3 Interoffice UDT - Non-collocated - Additional (Connection + Disconnection)	PENDING				\$ 64.95	/1/
227	Connection	PENDING				\$ 55.44	/2/
228	Disconnection	PENDING				\$ 12.13	/2/
229	Clear Channel Capability - Initial	PENDING				\$ 70.32	
230	Clear Channel Capability - Additional	PENDING				\$ 8.87	
231							
232	SAZUNE (NRCs)						
233	Project Administrative Charge, per service order	NRMEZ				\$ 25.57	
234							
235	Private Line to UNE Conversion	NRMEZ				\$ 25.57	
236							
237	Custom Routing, via LCC - New LCC, per LCC, per switch	UROPW	N/A			\$ 256.29	

Line	ILLINOIS AT&T Generic Rates	USOC	Recurring /3/	Recurring Thru 4/30/09 /4/	Recurring Starting 5/1/09 /4/	Non-Recurring	Footnote
238	Custom Routing, via LCC - New Network Routing, per route, per switch	NRSNS	N/A			\$ 59.02	/1/
239	Connection	PENDING				\$ 33.94	/2/
240	Disconnection	PENDING				\$ 35.30	/2/
241	Custom Routing, via AIN, of OS / DA per route, per switch	URQAN				\$ 119.24	/1/
242	Connection	PENDING				\$ 72.22	/2/
243	Disconnection	PENDING				\$ 66.29	/2/
244	ULS-ST Billing Establishment, per carrier (when applicable)	NHCCQ				\$ 2,718.64	/2/
245							
246	Port Charge, per Month, per Port						
247	Add / Rearrange each Termination	REALG	N/A			\$ 48.48	
248	ISDN Prime - Add/Rearrange Channels	REAKB				\$ 54.30	
249							
250	Basic Line Port						
251	Service Order - Subsequent	NRSUV	NA			\$ 5.40	
252	Service Order - Record Work Only	NRSF6	NA			\$ 5.11	
253							
254	Centrex Line Port						
255	Service Order - Subsequent	PENDING	NA			\$ 11.58	
256	Service Order - Record Work Only	NRSF7	NA			\$ 5.11	
257							
258	ULS Trunk Port						
259	Service Order - Subsequent	PENDING	NA			\$ 11.58	
260	Service Order - Record Work Only	NRSF8	NA			\$ 5.11	
261							
262							
263							
264							
265	New UNE - P Line Connection Charge						
266	Analog Loop Line Connection-Per Termination (Connection + Disconnection) /1/	SEPUC				\$ 26.81	/1/
267	Connection	PENDING				\$ 26.84	/2/
268	Initial	PENDING				\$ 35.97	/2/
269	Additional	PENDING				\$ 20.41	/2/
270	Disconnection	PENDING				\$ 0.24	/2/
271	Initial	PENDING				\$ 0.28	/2/
272	Additional	PENDING				\$ 0.22	/2/
273	4 Wire Digital Loop (DS1) Service Provisioning (Connection + Disconnection)	NRSOW				\$ 206.24	/1/
274	Connection	PENDING				\$ 200.75	/2/
275	Initial	PENDING				\$ 200.75	/2/
276	Additional	PENDING				\$ 100.57	/2/
277	Disconnection	PENDING				\$ 7.49	/2/
278	Initial	PENDING				\$ 7.49	/2/
279	Additional	PENDING				\$ 5.83	/2/
280							
281	UNE - P Service Order Charge						
282	Electronic POTS (Connection + Disconnection)	NHCH3				\$ 4.43	/1/
283	Connection	PENDING				\$ 3.98	/2/
284	Disconnection	PENDING				\$ 1.91	/2/
285	Manual POTS (Connection + Disconnection)	Pending				\$ 42.37	/1/
286	Connection	PENDING				\$ 31.31	/2/
287	Disconnection	PENDING				\$ 15.59	/2/
288	Electronic Non-POTS (Connection + Disconnection)	NHCH4				\$ 9.78	/1/
289	Connection	PENDING				\$ 7.19	/2/
290	Disconnection	PENDING				\$ 3.61	/2/
291	Manual Non-POTS (Connection + Disconnection)	PENDING				\$ 62.09	/1/
292	Connection	PENDING				\$ 47.85	/2/
293	Disconnection	PENDING				\$ 20.35	/2/
294							
295	New UNE - P Port Connection Charge						
296	Basic Line Port (Connection + Disconnection)	UPC				\$ 1.20	/1/
297	Connection	PENDING				\$ 0.71	/2/
298	Disconnection	PENDING				\$ 0.70	/2/
299	Ground Start Line Port (Connection + Disconnection)	UP2				\$ 1.20	/1/
300	Connection	PENDING				\$ 0.71	/2/
301	Disconnection	PENDING				\$ 0.70	/2/
302	ISDN Direct Port (Connection + Disconnection)	U2P				\$ 16.50	/1/
303	Connection	PENDING				\$ 9.66	/2/
304	Disconnection	PENDING				\$ 9.66	/2/
305	ISDN Prime Port (Connection + Disconnection)	U2P2D, U2Q2D				\$ 246.04	/1/
306	Connection	PENDING				\$ 183.26	/2/
307	Disconnection	PENDING				\$ 88.49	/2/
308	Direct Inward Dialing (DID) Trunk Port (Connection + Disconnection)	UPR				\$ 18.35	/1/
309	Connection	PENDING				\$ 12.90	/2/
310	Disconnection	PENDING				\$ 7.81	/2/
311	Digital Trunking Trunk Port (Connection + Disconnection)	UR2				\$ 106.88	/1/
312	Connection	PENDING				\$ 84.17	/2/
313	Disconnection	PENDING				\$ 34.61	/2/
314	ULS Trunk Port (Connection + Disconnection)	UR/OPT				\$ 106.88	/1/
315	Connection	PENDING				\$ 84.17	/2/
316	Disconnection	PENDING				\$ 34.61	/2/
317		UXXAA-CA, UXXAB-OB, UXXAD-CD, UXXAE-CE					
318	Centrex Basic Line Port (Connection + Disconnection)	PENDING				\$ 1.20	/1/
319	Connection	PENDING				\$ 0.71	/2/
320	Disconnection	PENDING				\$ 0.70	/2/
321	Centrex ISDN-BRI Line Port (Connection + Disconnection)	PENDING				\$ 16.50	/1/
322	Connection	PENDING				\$ 9.66	/2/
323	Disconnection	PENDING				\$ 9.66	/2/
324	Centrex ERL Line Port (Connection + Disconnection)	UXXAC-CC				\$ 10.15	/1/
325	Connection	PENDING				\$ 5.94	/2/
326	Disconnection	PENDING				\$ 5.93	/2/
327	Centrex Attendant Console Line Port (Connection + Disconnection)	USA				\$ 1.20	/1/
328	Connection	PENDING				\$ 0.71	/2/
329	Disconnection	PENDING				\$ 0.70	/2/
330	Basic COPTS Port (Connection + Disconnection)	UYC				\$ 1.20	/1/
331	Connection	PENDING				\$ 0.71	/2/
332	Disconnection	PENDING				\$ 0.70	/2/
333	COPTS-Con Line Port (Connection + Disconnection)	USN				\$ 1.20	/1/
334	Connection	PENDING				\$ 0.71	/2/
335	Disconnection	PENDING				\$ 0.70	/2/
336	Port Conversion Cost	REAKD				\$ 0.77	
337							
338	Port Feature Add / Change Translation Charge (feature per port, per order)						
339	Basic	PENDING				\$ 0.94	/1/
340	Connection	PENDING				\$ 0.55	/2/
341	Disconnection	PENDING				\$ 0.55	/2/
342	Ground Start / PBX	PENDING				\$ 0.94	/1/
343	Connection	PENDING				\$ 0.55	/2/
344	Disconnection	PENDING				\$ 0.55	/2/
345	Basic COPTS	PENDING				\$ 0.94	/1/
346	Connection	PENDING				\$ 0.55	/2/
347	Disconnection	PENDING				\$ 0.55	/2/
348	COPTS - Coin	PENDING				\$ 0.94	/1/
349	Connection	PENDING				\$ 0.55	/2/
350	Disconnection	PENDING				\$ 0.55	/2/
351	ISDN Direct	PENDING				\$ 1.28	/1/
352	Connection	PENDING				\$ 0.75	/2/
353	Disconnection	PENDING				\$ 0.75	/2/
354	ISDN Prime	PENDING				\$ 36.88	/1/

Line	ILLINOIS AT&T Generic Rates	USOC	Recurring /3/	Recurring Thru 4/30/06 /4/	Recurring Starting 5/1/06 /4/	Non-Recurring	Footnote
354	Connection	PENDING				\$ 21.74	/2/
355	Disconnection	PENDING				\$ 21.08	/2/
356	Digital Trunking	PENDING				\$ 24.02	/1/
357	Connection	PENDING				\$ 14.05	/2/
358	Disconnection	PENDING				\$ 14.05	/2/
359	ULS Trunk	PENDING				\$ 24.02	/1/
360	Connection	PENDING				\$ 14.05	/2/
361	Disconnection	PENDING				\$ 14.05	/2/
362	Centrex System Charges						
363	Centrex System Options for ULS-ULS-ST						
364	Common Block establishment, each	SEBUS				\$ 450.04	
365	Connection	PENDING				\$ 370.92	/2/
366	Disconnection	PENDING				\$ 124.21	/2/
368	System Feature Change or Rearrangement, per Feature, per Occasion	REALY				\$ 50.80	
369	System Feature Activation, per Feature, per Occasion					\$ 50.80	
370	Install and Remove	NRBYV				\$ 85.96	
371	Connection	NRDUE				\$ 50.80	/2/
372	Disconnection	PENDING				\$ 49.47	/2/
373	* This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0852, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period is:						
374							
375	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/.					
376	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.					
377	/3/	Rates apply when Per Occurrence Time & Material Option selected.					
378	/4/	Rates apply when Trouble Charge option selected.					

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
TDS METROCOM, LLC

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T") and TDS Metrocom, 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 Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on May 8, 2002 (the "Agreement"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). 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 ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

TDS Metrocom, LLC

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

By: Katherine S. Barnekow

By: Eddie A. Reed, Jr.

Printed: Katherine S. Barnekow

Printed: Eddie A. Reed, Jr.

Title: Director-Carrier Relations
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9/16/10

Date: 9.22.10

CLEC OCN

ILLINOIS 2320

ACNA - MSN

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
TDS METROCOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") (previously referred to as Ameritech Illinois) and TDS Metrocom, LLC ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS' service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on October 24, 2001 (the "Agreement"); and

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

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

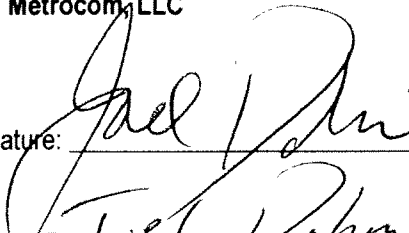
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.

This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013



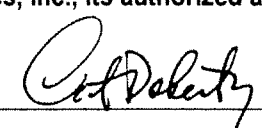
TDS Metrocom, LLC

Signature: Name: Joel Dohmeier

(Print or Type)

Title: Director

(Print or Type)

Date: 10/18/2012Illinois Bell Telephone Company d/b/a AT&T ILLINOIS by
AT&T Services, Inc., its authorized agentSignature: Name: Patrick Doherty

(Print or Type)

Title: Director - Regulatory

(Print or Type)

Date: 10-26-12

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TDS METROCOM, LLC



Signature: eSigned - Joel P. DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel P. Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title Director - Regulatory Revenue, Strategy and Compliance
(Print or Type)Title: Director
(Print or Type)Date: 08 Oct 2013Date: 15 Oct 2013**TDS Metrocom, LLC****Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS** ("**AT&T ILLINOIS**") and TDS Metrocom, LLC ("CLEC"). **AT&T ILLINOIS** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, **AT&T ILLINOIS** and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved October 24, 2001 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; 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 rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
2. **AT&T ILLINOIS** shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Appendix Pricing is deleted.
3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. For purposes of this Amendment, 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 S. Akard Street
Dallas, TX 75202-5398
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Appendix Pricing
EXHIBIT A

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
Appendix 911	IL	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Digital DS1 Interface				\$ 198.11	\$ 706.64		
Appendix 911	IL	EMERGENCY NUMBER SERVICES	911 Selective Router Interconnection - Each DSO installed				NA	\$ 507.00		
Appendix 911	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Interconnection - Analog Channel Interface	OE9XX	EVG9X		\$ 19.99	\$ 610.45		
Appendix 911	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 517.97		
Appendix 911	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 3.82			100 Records or part thereof
Appendix 911	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - 911 Selective Router Switch Administration - Per Selective Router				\$ 91.49	\$ 5,557.82		Per Selective Router

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TDS METROCOM, LLC



Signature: eSigned - Joel DohmeierSignature: eSigned - William A. BockelmanName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Director, Regulatory Revenue, Strategy & Compliance
Title: _____
(Print or Type)Title: Director
(Print or Type)Date: 17 Nov 2014Date: 18 Nov 2014**TDS Metrocom, LLC****Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
TDS METROCOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and TDS Metrocom, LLC ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS's service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as executed by the last Party on September 21, 2001 (the "Agreement"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TDS METROCOM, LLC



Signature: eSigned - Joel Dohmeier

Signature: eSigned - William A. Bockelman

Name: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)

Director - Regulatory Revenue, Strategy & Compliance

Title: _____
(Print or Type)Title: Director
(Print or Type)

Date: 07 May 2015

Date: 08 May 2015

TDS Metrocom, LLC**Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS** ("**AT&T ILLINOIS**") (previously referred to as Illinois Bell Telephone Company ("AMERITECH-ILLINOIS")) and TDS Metrocom, LLC ("CLEC"). **AT&T ILLINOIS** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, **AT&T ILLINOIS** and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 24, 2001 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and certain Exhibit(s) and Pricing Sheet(s) immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace Appendix Reciprocal Compensation with the exceptions of Section 3.5 and Section 6 from the Agreement with the language contained in Exhibit A – Intercarrier Compensation.
3. The Parties agree to replace the Reciprocal Compensation rates of the Appendix Pricing from the Agreement with the Local Interconnection (Call Transport and Termination) rates contained within Exhibit B.
4. The Parties agree to replace Section 18 from the Agreement with the following language:

18. Notices

- 18.1 Notices given by CLEC to **AT&T ILLINOIS** 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:

18.1.1 delivered by electronic mail (email).

18.1.2 delivered by facsimile.

- 18.2 Notices given by **AT&T ILLINOIS** to 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:

18.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 18.4 below.

18.2.2 delivered by facsimile provided CLEC has provided such information in Section 18.4 below.

- 18.3 Notices will be deemed given as of the earliest of:

18.3.1 the date of actual receipt.

18.3.2 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.

18.3.3 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.

18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Brett Barkelar Sr. Administrator - Carrier Relations & Contract Administration
STREET ADDRESS	525 Junction Road, Suite 7000
CITY, STATE, ZIP CODE	Madison, WI 53717
PHONE NUMBER*	(608) 664-4432
FACSIMILE NUMBER	(608) 830-5569
EMAIL ADDRESS	brett.barkelar@tdstelecom.com

With a Copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Rod Cox Manager - Carrier Relations
STREET ADDRESS	525 Junction Road, Suite 7000
CITY, STATE, ZIP CODE	Madison, WI 53717
PHONE NUMBER*	(217) 234-4404
FACSIMILE NUMBER	(608) 663-3340
EMAIL ADDRESS	rod.cox@tdsmetro.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.

- 18.5 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 18. 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.
- 18.6 In addition, CLEC agrees that it is responsible for providing **AT&T ILLINOIS** with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to **AT&T ILLINOIS** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 18.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

- 18.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - 18.6.2 CLEC may be able to place orders for certain services in **AT&T ILLINOIS** without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
 - 18.7 **AT&T ILLINOIS** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 - 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 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 - 8. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

Exhibit A – Intercarrier Compensation

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Inter-carrier Compensation for AT&T-21STATE and CLEC.

1.1.1 Inter-carrier Compensation arrangements for inter-carrier Telecommunications traffic exchanged between AT&T-21STATE and CLEC are provided for within this Agreement.

1.1.1.1 In AT&T-12STATE, the Inter-carrier Compensation provisions of this Attachment apply to Telecommunications traffic originated and terminated between the Parties over each Party's own facilities (Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic")) or originated by CLEC over local circuit switching purchased by CLEC from AT&T-12STATE on a wholesale basis (non-resale) in a separate agreement and used in providing wireline local telephone exchange (dial tone) service to its End Users (Wholesale Local Switching Traffic).

2.0 Definitions

2.1 "Access Usage Record (AUR)" is 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 IXC's.

2.2 "AT&T-21STATE" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin. "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.

2.3 "AT&T-12STATE" means the AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.4 "AT&T MIDWEST REGION 5-STATE" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

2.5 "Billing Party" means the Party rendering a bill.

2.6 "Daily Usage File" or "DUF" or "Usage Extract" means a service which provides End User usage call records as described in Attachment 11 - Daily Usage File.

2.7 "FX Telephone Numbers" means 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).

2.8 "ISP-Bound Traffic" is as defined in Section 3.2.2 below.

2.9 "Local/Access Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among other Central Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.

2.10 "Local Interconnection Trunk Groups" are trunks used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-21STATE End Users. Local Interconnection Trunk Groups are established according to Telcordia Technical Reference GR 317-CORE.

2.10.1 They are established and used as two-way trunk groups in AT&T-12STATE.

2.11 "Local/IntraLATA Tandem Switch" is a switching machine within the PSTN that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.12 "Local Only Tandem Switch" is a switching machine within the PSTN 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.

2.13 "Local Only Trunk Groups" are trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

- 2.14 “Local Tandem” is any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.15 “Meet Point Trunk Group” (AT&T-12STATE only) is a trunk group which carries traffic between the CLEC’s End Users and IXC’s via AT&T-12STATE Access or Local/Access Tandem Switches.
- 2.16 “Non-Paying Party” is the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.17 “Non-toll VoIP-PSTN Traffic” is a subset of VoIP-PSTN Traffic as further defined in Section 3.2 below.
- 2.18 “Operating Company Number (OCN)” means the numeric Company Code assigned by NECA identifying CLEC as a Resale or UNE provider.
- 2.19 “Record” means the logical grouping of information as described in the programs that process information and create the data files.
- 2.20 “Recording” is the creation and storage on a mutually agreed upon medium of the basic billing details of a message in AMA format converted to EMI layout.
- 2.21 “Section 251(b)(5) Traffic” is Telecommunications traffic as defined in Section 3.2 below.
- 2.22 “Section 251(b)(5)/IntraLATA Toll Traffic” for purposes of this Attachment means, (i) Section 251(b)(5) Traffic and/or (ii) ISP-Bound Traffic and/or (iii) IntraLATA Toll Traffic originating from an End User obtaining local dial tone from either Party where that Party is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.
- 2.23 “Tandem Office Switch” or “Tandem(s)” are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 2.24 “Third Party” is any Person other than a Party.
- 2.25 “VoIP-PSTN” or “PSTN-VoIP Traffic” is traffic exchanged between the Parties that either originates in IP-format and terminates to the PSTN, or originates on the PSTN and terminates in IP format.
- 2.26 “Wholesale Local Switching Traffic” for the purposes of this Attachment, means call usage:
- 2.26.1 originating from a CLEC End User over local circuit switching purchased by CLEC from AT&T-12STATE on a wholesale basis and terminating to an AT&T-12STATE End User in the same ILEC Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff or other mandatory local calling area.
- 2.26.2 originating from an AT&T-12STATE End User and terminating over local switching purchased by CLEC from AT&T-12STATE on a wholesale basis to a CLEC End User in the same ILEC Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff or other mandatory local calling area.

3.0 Inter-carrier Compensation

3.1 Responsibilities of the Parties:

- 3.1.1 For all traffic originated on a Party’s network including, without limitation, Switched Access Traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) and in accordance with Section 3.1.3 below, as well as Local Routing Number (LRN) where technically feasible. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the NANP containing an NPA and seven digit (NXX-XXXX) telephone number. Where LRN is technically feasible, it shall include information in an industry recognized standard format. Each Party to this Agreement will be responsible for passing on any CPN and when available LRN 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 or when available LRN. 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 or LRN, the Parties agree to cooperate with one another to investigate and take corrective action.

- 3.1.2 If one Party is passing CPN and when available LRN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.1.3 For traffic which is originated by one Party to be terminated on the other Party's network in AT&T MIDWEST REGION 5-STATE, if the percentage of such calls passed with CPN is greater than or equal to ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs (MOUs) of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.1.4 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-21STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-21STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-21STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-21STATE will not be required to function as a billing intermediary, (e.g., clearinghouse). AT&T-21STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.
- 3.1.5 Notwithstanding the classification of traffic under this Attachment, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications services to its End Users.
- 3.1.6 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, IntraLATA Toll Traffic, Non-toll VoIP-PSTN Traffic and Wholesale Local Switching Traffic in AT&T-12STATE, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Attachment and the Pricing Schedule and/or the applicable switched access tariffs.
- 3.1.7 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 traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Attachment.
- 3.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic:
- 3.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are 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 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.
- 3.2.2 For purposes of this Agreement, 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, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic

exchanged between CLEC and AT&T-21STATE over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:

- 3.2.2.1 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
- 3.2.2.2 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 EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.
- 3.2.3 AT&T-21STATE made an offer (the "Offer") to all Telecommunications carriers to exchange Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic 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, Inter-carrier 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).
- 3.2.4 In AT&T-21STATE, the Parties agree to compensate each other for Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic at the FCC's interim ISP terminating compensation rate as set forth in the Pricing Sheets until June 30, 2017.
- 3.2.5 Beginning July 1, 2017, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing an Unified Inter-carrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) the Parties will 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 as set forth in the Pricing Sheets.
- 3.2.6 For purposes of this Section 3.2, Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic and Wholesale Local Switching Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 3.9 below.
 - 3.2.6.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in the Appendix Pricing.
- 3.3 Inter-carrier Compensation for Wholesale Local Switching Traffic for AT&T-12STATE
 - 3.3.1 Where CLEC purchases local switching from AT&T-12STATE pursuant to the terms of a separate commercial agreement (herein after referred to as "switching on a wholesale basis"), CLEC will deal directly with Third Party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
 - 3.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLEC when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:
 - 3.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - 3.3.2.2 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T-12STATE End User, such traffic shall be paid for reciprocally at the rate applicable for Section 251(b)(5), Non-toll VoIP-PSTN Traffic, and ISP-Bound Traffic, set forth in the Appendix Pricing.
- 3.4 Other Telecommunications Traffic:
 - 3.4.1 Except as set forth in Section 3.2 above, the terms of this Attachment 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 Attachment. 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.

- 3.4.2 FX services are retail service offerings purchased by FX End Users which allow such FX End Users 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 Users to avoid what might otherwise be toll calls between the FX End User's physical location and End Users in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing points 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 with the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as FGA calls and are subject to the originating and terminating carriers' tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:
- 3.4.2.1 "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.
 - 3.4.2.2 "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.
 - 3.4.2.3 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-21STATE.
 - 3.4.2.3.1 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.
 - 3.4.2.4 Segregating and Tracking FX Traffic:
 - 3.4.2.4.1 If requested by the originating carrier, 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 MOUs terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
 - 3.4.2.4.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-21STATE.
 - 3.4.2.4.3 In AT&T-21STATE either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) Business Day's written Notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. If mutual agreement cannot be reached, the

Parties shall use one of the following independent auditors: PricewaterhouseCoopers, Ernst & Young, KPMG, or Deloitte Touche Tohmatsu (Big-4 Auditors). Selection of the Big-4 Auditor shall be made by the Party requesting the audit and the selected Big-4 Auditor must be independent as determined by current accounting and auditing standards promulgated by the appropriate accounting governing body. Such audits shall be requested within six (6) months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a five percent (5%) or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

3.4.2.4.3.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by five percent (5%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

3.4.3 Private Line Services include private line-like and special access services and are not subject to inter-carrier compensation. Private Line Services are defined as a point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between two (2) or more points.

3.4.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 3.2 above) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 3.2 above not apply, including but not limited to ISP calls that meet the definitions of:

3.4.4.1 FX Traffic

3.4.4.2 Optional EAS Traffic

3.4.4.3 IntraLATA Toll Traffic

3.4.4.4 800, 888, 877, ("8YY") Traffic

3.4.4.5 FGA Traffic

3.4.5 The Parties agree that, for the purposes of this Attachment, 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 the compensation mechanisms set forth in Section 3.2 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 3.4.2 above; (b) 8YY Traffic are set forth in Section 3.5 below; (c) FGA Traffic are set forth in Section 3.4.2 above; and/or (d) IntraLATA Toll Traffic are set forth in Section 3.8 below.

3.5 IntraLATA 800 Traffic:

3.5.1 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, at a minimum, 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.

3.5.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Where technically feasible, each Party will provide to the other Party the

appropriate Records, in accordance with industry standards, necessary for billing intraLATA 8YY customers. The Records provided will be in a standard EMI format.

3.6 Meet-Point Billing (MPB) and IXC Switched Access Traffic Compensation:

- 3.6.1 Inter-carrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 3.6.2 The Parties will establish MPB arrangements in order to jointly provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the OBF's Multiple Exchange Carriers Ordering and Design (MECOD) and Multiple Exchange Carrier Access Billing (MECAB) documents, as amended from time to time.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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 MPB arrangement, when the Parties do not have all detailed Recordings for billing.
 - 3.6.5.1 The Parties also agree that AT&T-12STATE and CLEC will exchange EMI Records when each is acting as the Official Recording Company. 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.
- 3.6.6 Information shall be passed or 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 provision 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.
- 3.6.7 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).
 - 3.6.7.1 For AT&T-12STATE, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 3.6.8 AT&T-21STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) Business Days of the discovery.
- 3.6.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

3.7 Compensation for Origination and Termination of InterLATA Traffic:

- 3.7.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, the CLEC must purchase feature group access service from AT&T-21STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

3.8 IntraLATA Toll Traffic Compensation:

- 3.8.1 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 origination 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 AT&T-21STATE's tariff in whose exchange area the End User is located.
- 3.8.2 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 origination 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-21STATE's tariff in whose exchange area the End User is located.
- 3.9 Billing Arrangements for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic:
- 3.9.1 In AT&T-21STATE, each Party, unless otherwise agreed to by the Parties, will calculate terminating Interconnection MOUs based on standard switch Recordings made within terminating carrier's network for Non-toll VoIP-PSTN Traffic, Optional EAS Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and in AT&T-12STATE, Wholesale Local Switching Traffic. These Recordings are the basis for each Party to generate bills to the other Party.
- 3.9.1.1 Where CLEC is using terminating Recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Records where available by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a Third Party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the End Office switching on a wholesale basis. Such Records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUs terminated on CLEC's network.
- 3.9.2 The measurement of MOUs 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.
- 3.9.3 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic under this Attachment. The Parties agree that all terms and conditions regarding disputed MOUs, 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 and Non-toll VoIP-PSTN Traffic under this Attachment.
- 3.9.4 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.

3.9.5 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) calendar days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no less than three (3) and no more than twelve (12) consecutive months of prior usage data.

3.10 Switched Access Traffic:

3.10.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one (1) 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-21STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that terminates over a Party's circuit switch, including traffic from a service that (i) 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 not to exceed AT&T's access tariff rates; 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:

3.10.1.1 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;

3.10.1.2 IntraLATA Toll Traffic or Optional EAS Traffic from an AT&T-21STATE End User that obtains local dial tone from AT&T-21STATE where AT&T-21STATE is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

3.10.1.3 Switched Access Traffic delivered to AT&T-21STATE from an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the LNP query; and/or

3.10.1.4 Switched Access Traffic delivered to either Party from a Third Party CLEC over Local Interconnection Trunk Groups destined to the other Party.

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

3.11.1 In the limited circumstances in which a Third Party CLEC delivers Switched Access Traffic as described in Section 3.10.1.4 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 and unless the traffic was delivered over Local Interconnection Trunk Groups pursuant to an agreement filed with, and approved by, the Commission, 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 3.10.1.4 above from the Local Interconnection Trunk Groups within sixty (60) calendar 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 CLEC delivering such traffic to the extent it is not blocked.

PRICING SHEETS

Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective through 6/30/17)	OHU	USG15		\$0.0007			MOU
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	OHU	USG15		\$0.00			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TDS METROCOM, LLC



Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Director - Regulatory Revenue, Strategy & Compliance
Title: _____
(Print or Type)Executive Director-Regulatory
Title: _____
(Print or Type)Date: 11 Jan 2016Date: 11 Jan 2016**TDS Metrocom, LLC****Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

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

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 24, 2001 and as subsequently amended ("Agreement"); and

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

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Customer Information Services (CIS)**
 - 3.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 3.2. Add Appendix – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
 - 3.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - 3.3.1. For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - 3.3.2. CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - 3.3.3. Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
 - 3.3.4. AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges

for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

3.3.5. Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

3.3.6. If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to add the following language as Section 62 to the General Terms and Conditions of the Agreement.

62. Joint and Several Liability

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

5. Conflict between this Amendment and the Agreement

5.1. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

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 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

EXHIBIT A

APPENDIX – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

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

1.2.1.1 CLEC's own physical Switches,

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

1.2.1.3 Leased Local Circuit Switching from AT&T-21STATE.

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

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

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

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

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

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

1.3 INW:

1.3.1 This Appendix also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the AT&T-21STATE INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Appendix sets forth terms and conditions under which CLEC agrees to purchase DAL information from AT&T-21STATE.

1.5 White Pages:

1.5.1 This Appendix sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by AT&T-21STATE.

2.0 Definitions

- 2.1 “Busy Line Verification (BLV)” means a service in which an End User asks an operator to verify a conversation in progress.
- 2.2 “Busy Line Verification/Interrupt (BLV/I)” means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 2.3 “Consolidated Reference Rater (CRR)” provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.4 “Facilities-Based CLEC” means a CLEC that provides service through its own switch, a Third Party provider’s switch or via local circuit switching leased from AT&T-21STATE via a stand-alone agreement.
- 2.5 “General Assistance” means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 2.6 “Services” means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.
- 2.7 “Toll Center Code” means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 Operator Services (OS) / Directory Services (DA)

- 3.1 Dialing Parity:
 - 3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
 - 3.2.1 Where technically feasible and/or available, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.
 - 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
 - 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.
 - 3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC’s OS/DA traffic originates.
 - 3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC’s switch.
 - 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
 - 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 3.3.5 General OS/DA Trunking Requirements:
 - 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
 - 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
 - 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements:
 - 3.3.6.1 OS Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.3.6.2 DA/ DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

- 3.3.6.3.1 Where available, when CLEC wishes for AT&T-21STATE to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from AT&T-21STATE's OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

- 3.4.1.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

- 3.4.2.1 AT&T-21STATE will provide OS to CLEC End Users where technically feasible and/or available to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. AT&T-21STATE will provide the following OS services to CLEC End User:
 - 3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).
 - 3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.
 - 3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
 - 3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.
 - 3.4.2.1.5 Person-To-Person - The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
 - 3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.
 - 3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

- 3.5.1.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 AT&T-21STATE will provide DA Services to CLEC End Users where technically feasible and available to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

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

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having AT&T-21STATE load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 AT&T-21STATE will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations,

and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

- 3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.
- 3.6.6 Where CRR is available, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.
- 3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:
 - 3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

- 4.1.1 To the extent that CLEC elects to interconnect with AT&T-21STATE's operator assistance switches, the CLEC's responsibilities are described below.
- 4.1.2 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff.
- 4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the AT&T-21STATE operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by AT&T-21STATE. CLEC or its designated OS providers shall submit an ASR to AT&T-21STATE to establish any new interconnection trunking arrangements.

- 4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

- 4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the AT&T-21STATE operator assistance switches. These codes are specific to the various AT&T-21STATE LATAs where AT&T-21STATE operator assistance switches are located.

- 4.3.2 AT&T-21STATE OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the AT&T-21STATE operator to the CLEC operator on an inward basis.
- 4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.
- 4.3.4 AT&T-21STATE pricing for INW shall be based on the rates specified in the Pricing Sheet.
- 4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Appendix prior to its termination.
- 4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

- 5.1.1 Where technically feasible and available, AT&T-21STATE will provide DAL information referred to as Directory Assistance Listing (DAL) in AT&T SOUTHWEST REGION 5-STATE, Directory Assistance Listing Information Service (DALIS) in AT&T CALIFORNIA, Dialing Parity Directory Listings (DPDL) in AT&T MIDWEST REGION 5-STATE, Directory Assistance List License (DALL) in AT&T NEVADA and Directory Assistance Database Services (DADS) in AT&T SOUTHEAST REGION 9-STATE (hereinafter collectively referred to as DAL).
- 5.1.2 AT&T-21STATE owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.
- 5.1.3 AT&T-21STATE uses the DAL information in its database to provide directory assistance (DA) service to End Users who call AT&T-21STATE's DA to obtain such information.
- 5.1.4 Inasmuch as AT&T-21STATE provides DA service under contract for ILECs and CLECs, AT&T-21STATE's database also contains DAL information of other ILEC and CLEC telephone service subscribers.
- 5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in AT&T-21STATE's DA database.
- 5.1.6 AT&T-21STATE agrees to license requested DAL information contained in its database, under the following terms and conditions:
 - 5.1.6.1 AT&T-21STATE shall provide DAL information in a mutually acceptable format.
 - 5.1.6.2 AT&T-21STATE shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T-21STATE will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

- 5.2.1 Use of DAL Information:
 - 5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.
 - 5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two

(2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which AT&T-21STATE agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Appendix, it shall immediately cease use of AT&T-21STATE's DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Appendix, without termination liability, upon one hundred-twenty (120) calendar days' written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by AT&T-21STATE associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by AT&T-21STATE.

6.0 White Pages

6.1 General Provisions:

6.1.1 AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 AT&T-21STATE will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-21STATE's ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

- 6.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white pages directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-21STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 6.2.1.2 Listing Information Confidentiality:
- 6.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 6.2.1.3 Unlisted/Non-Published End Users:
- 6.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.
- 6.2.1.4 Additional, Designer and Other Listings:
- 6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks.
- 6.2.2 CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 6.2.4 Distribution of Directories:
- 6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers during the annual delivery of newly published directories.

- 6.2.4.2 AT&T-21STATE has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.
- 6.2.4.3 CLEC subscribers may receive additional directories in the same manner and format as they are made available to AT&T-21STATE's subscribers.
- 6.2.5 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.
- 6.2.6 Use of Subscriber Listing Information:
 - 6.2.6.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.
 - 6.2.6.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.
- 6.2.7 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Appendix.
- 6.2.8 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 6.2.9 Breach of Contract:
 - 6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Appendix, the non-breaching Party may terminate the white pages directory terms of this Appendix by providing written Notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions

- 7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Appendix in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Appendix on ninety (90) days' written notice.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$800.00	NA	
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification / Interrupt [BLV/II]), per work second	XPU	OPEN		\$0.03	NA		per work second
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for subsequent updates						\$0.06	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				21.46%	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				21.46%	NA		discount
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Business Category Search (BCS) / where applicable, per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Directory Assistance Call Completion (DACC), per call				\$0.15	NA		per call
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA	\$1,800.00		per switch, per OCN
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Brand and Reference/Rate Look Up, per call				\$0.03	NA		per OS/DA call
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC



Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Director - Regulatory Revenue, Strategy & Compliance
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 05 Jul 2016Date: 05 Jul 2016**TDS Metrocom, LLC****Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	CLEC OCN
ILLINOIS	- - -	2320
MICHIGAN	- - -	5353
WISCONSIN	7804	7804

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

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

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Forbearance**
 - 2.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
3. **Customer Information Services (CIS)**
 - 3.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 3.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
 - 3.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
 - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace Section 18.4 from the Agreements with the following:

18.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME TITLE	Bernadette Bakunovich Sr. Admin-Carrier Relations & Contract Management
STREET ADDRESS	525 Junction Rd.
CITY, STATE, ZIP CODE	Madison, WI 53717
PHONE NUMBER*	608-664-6223
FACSIMILE NUMBER	608-830-5569
EMAIL ADDRESS	bernadette.bakunovich@tdstelecom.com

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME TITLE	Rod Cox Manager – Carrier Relations
STREET ADDRESS	525 Junction Road, Suite 7000
CITY, STATE, ZIP CODE	Madison, WI 53717
PHONE NUMBER*	(217) 234-4404
FACSIMILE NUMBER	(608) 663-3340
EMAIL ADDRESS	rod.cox@tdsmetro.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.

5. 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.
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 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
10. For Illinois, Michigan: 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 Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	TDS Metrocom, LLC	Interconnection	10/24/2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	TDS Metrocom, LLC	Interconnection	12/20/2001
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	TDS Metrocom, LLC	Interconnection	6/7/2002

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

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches; or
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users. If CLEC chooses AT&T-21STATE as the wholesale provider of OS/DA operations to CLEC, then AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 “Listings” means information identifying the listed names of subscribers of carriers and subscribers’ telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 “Services” means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

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

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

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

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

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

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

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
 - 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
 - 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.
- 4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
 - 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
 - 4.2.1.2 Listing Information Confidentiality:
 - 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
 - 4.2.1.3 Unlisted/Non-Published End Users:
 - 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.
- 4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.8 Breach of Contract:
 - 4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.9 General Conditions for Listings:
 - 4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
 - 4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

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

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
 - 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

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

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

Exhibit C
PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$800.00	NA	
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA		per work second
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY ASSISTANCE SERVICES	DA Listing - per listing for subsequent updates						\$ 0.060	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				21.46%	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				21.46%	NA		discount
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Business Category Search (BCS) / where applicable, per call				\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Resale Directory Assistance Call Completion (DACC), per call				\$0.15	NA		per call
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN				NA	\$1,800.00		per switch, per OCN
6	IL	BRANDING - DIRECTORY ASSISTANCE	Resale Directory Assistance Brand and Reference/Rate Look Up, per call				\$0.03	NA		per OS/DA call
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per OCN
6	IL	DIRECTORY ASSISTANCE CUSTOMER BRANDING ANNOUNCEMENT	Resale Directory Assistance Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per OCN
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

Exhibit C
PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Directory Assistance branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding, per trunk group					\$800.00	\$800.00	
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY ASSISTANCE SERVICES	- per listing for subsequent updates					NA	\$ 0.060	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

Exhibit C
PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / if applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN					\$ 1,800.00		
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding Per call	XPU	OPEN		\$ 0.03			per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load					\$ 1,800.00		
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			
6	WI	OPERATOR CALL PROCESSING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group					\$ 800.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load					\$ 1,500.00		
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY ASSISTANCE SERVICES	DA Listings - per listing for subsequent updates						\$ 0.060	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	per listing

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TDS METROCOM, LLC



Signature: eSigned - Joel DohmeierSignature: eSigned - William A. BockelmanName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)

Director - Regulatory Revenue, Strategy & Compliance

Title: _____
(Print or Type)Title: Director
(Print or Type)Date: 28 Sep 2016Date: 28 Sep 2016**TDS Metrocom, LLC****Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent**

State	CLEC OCN
ILLINOIS	2320

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS
AND
TDS METROCOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS ("AT&T ILLINOIS") and TDS Metrocom, LLC ("CLEC"). AT&T ILLINOIS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS's service territory in the State(s) of Illinois.

WITNESSETH:

WHEREAS, AT&T ILLINOIS and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For

example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC



Signature: eSigned - Joel DohmeierSignature: eSigned - William BockelmanName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Director - Regulatory Revenue, Strategy & Compliance
Title: _____
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 02 Nov 2018Date: 02 Nov 2018**TDS Metrocom, LLC****Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	CLEC OCN
ILLINOIS	---	2320
MICHIGAN	---	5353
WISCONSIN	7804	7804

Description	ACNA Code(s)
ACNA(s)	MSN

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
TDS METROCOM, LLC**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A. This Amendment applies in AT&T ILLINOIS, MICHIGAN AND WISCONSIN's service territory in the State(s) of Illinois, Michigan and Wisconsin.

WITNESSETH:

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.; and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2020.
2. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
3. 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.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

8. For Illinois, and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2019 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2019, remedies are effective with February 2019 performance data which will be reported in March 2019 with remedies due being payable in April 2019.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company , LLC d/b/a AT&T ILLINOIS	TDS Metrocom, LLC	Interconnection	October 24, 2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	TDS Metrocom, LLC	Interconnection	December 20, 2001
Wisconsin Bell Telephone Company d/b/a AT&T WISCONSIN	TDS Metrocom, LLC	Interconnection	June 7, 2002

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

**TDS METROCOM, LLC; TDS METROCOM, LLC D/B/A MERRIMAC
COMMUNICATIONS**

Signature: eSigned - Joel DohmeierName: eSigned - Joel Dohmeier
(Print or Type)Dir. Regulatory Revenue Strategy & Compliance
Title: _____
(Print or Type)Date: 05 Aug 2019**TDS Metrocom, LLC; TDS Metrocom, LLC d/b/a
Merrimac Communications**Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 05 Aug 2019**Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	CLEC OCN
ILLINOIS	- - -	2320
MICHIGAN	- - -	5353
WISCONSIN	7804	682A,7804

Description	ACNA Code(s)
ACNA(s)	MSN,RRI

AMENDMENT TO THE AGREEMENT**BETWEEN****TDS METROCOM, LLC****TDS METROCOM, LLC D/B/A MERRIMAC COMMUNICATIONS****AND****ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This amendment ("Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and TDS Metrocom, LLC and TDS Metrocom, LLC d/b/a Merrimac Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A and;

WHEREAS, the Parties desire to amend the Agreement to implement the *Federal Communications Commission's (FCC) Third Report and Order and Declaratory Ruling, FCC No. 18-111 ("Order")*, modifying existing pole attachment rules.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Agreements Exhibit B – Structure Access Attachments SA 3A and/or SA 3B and Exhibit C – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Structure Access (SA)**
 - 2.1. Delete all rates, terms and conditions pertaining to Structure Access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way from the Agreement.
 - 2.2. Add Attachment SA 3A and/or SA 3B - Structure Access Poles, Ducts, Conduits, and Rights-of-Way, attached hereto as Exhibit A; and the Structure Access (SA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
3. 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.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
8. For Illinois and Michigan: 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 Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	<u>TDS Metrocom, LLC</u>	Interconnection	October 24, 2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	<u>TDS Metrocom, LLC</u>	Interconnection	December 20, 2001
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	<u>TDS Metrocom, LLC</u>	Interconnection	June 7, 2002
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	<u>TDS Metrocom, LLC d/b/a Merrimac Communications</u>	Interconnection	March 25, 2019

**EXHIBT B
ATTACHMENT 03A –
STRUCTURE ACCESS
POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

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21-STATE STRUCTURE ACCESS ATTACHMENT FOR POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

1.0 INTRODUCTION AND SCOPE OF ATTACHMENT

- 1.1 The purpose of this Attachment is to set forth the basic rates, terms, conditions, and procedures under which Attaching Party shall have access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way. AT&T shall provide Attaching Party with nondiscriminatory access to Poles, Ducts, Conduits, or Rights-of-Way owned or controlled solely by AT&T, or in part by AT&T where it has the right to allow such access, as required under the applicable state law or regulations. This Attachment is intended by the parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law. This Attachment shall only apply in the following states: Arkansas, California, Illinois, Kentucky, Louisiana, Michigan, and Ohio.
- 1.2 As used in this Attachment, "Attaching Party" refers to the CLEC (or WSP, as applicable) that is the Party to the Interconnection Agreement (Agreement) between the Parties. "AT&T" refers to the AT&T Inc. ILECs only; AT&T Inc. is not itself a party to the Agreement or this Attachment.
- 1.3 Separate tariffs or agreements shall govern Attaching Party's access, if any, to the following facilities which, if allowed, would require special security, technical, and construction arrangements. Access to these facilities is outside the scope of this Attachment:
 - 1.3.1 AT&T's central office vaults, Ducts, and Conduits which serve no purpose other than to provide a means of entry to and exit from AT&T's central offices;
 - 1.3.2 Controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and Ducts and Conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 1.3.3 Ducts and Conduits located within buildings owned by AT&T; and
 - 1.3.4 Ducts, Conduits, equipment rooms, and similar spaces located in space leased by AT&T from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T's network distribution operations.
- 1.4 No Transfer of Property Rights to Attaching Party. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.
- 1.5 No Effect on AT&T's Right to Abandon, Convey, or Transfer Structure. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T shall give Attaching Party at least sixty (60) days' written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such Structure is to be conveyed or transferred.
 - 1.5.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to Attaching Party. AT&T shall have the right to grant, renew, and extend rights and privileges to others not Parties to this Attachment, by contract or otherwise, to use any Structure covered by this Attachment and Attaching Party's rights hereunder.

2.0 DEFINITIONS

- 2.1 Definitions in General. As used in this Attachment, the terms defined in this Section shall have the meanings set forth below in Sections 2.2 to 2.19, except as the context otherwise requires.
- 2.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: 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; 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.

- 2.3 Authorized Contractor. As used in this Attachment, the term “Authorized Contractor” is used when referring to any contractor included on a list of contractors provided by AT&T and which, subject to Attaching Party’s direction, control, and the requirements and policies in each state, performs facilities modification, Make-Ready Surveys, or Make-Ready Work which would ordinarily be performed by AT&T or persons acting on AT&T’s behalf. AT&T shall make available, and keep up-to-date, a reasonably sufficient list of contractors it authorizes to perform Make-Ready Surveys and Make-Ready Work in the communications space on its Poles in cases where AT&T has failed to meet the associated deadlines specified in Section 8 of this Agreement, with the following exclusions:
- 2.3.1 Any Make-Ready Work involving the rearrangement or transfer of AT&T facilities on Poles in AT&T wire center areas where AT&T employs members of the International Brotherhood of Electrical Workers System Council T-9 (IBEW T-9) or Communication Workers of America District 3 (CWA-3) shall be excluded from the Authorized Contractor Make-Ready Work provision. As applies to this Agreement, IBEW T-9 workers are employed by AT&T in portions of Illinois, and CWA-3 workers are employed by AT&T in all AT&T wire centers in Kentucky and Louisiana.
 - 2.3.2 A person or entity identified as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been listed and is an Authorized Contractor only in those states specified by AT&T on such list.
 - 2.3.3 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall identification of an Authorized Contractor within a single state constitute authorization of such Authorized Contractor for any other state.
- 2.4 Conduit. The term “Conduit” refers to tubes or structures, usually underground or on bridges, containing one (1) or more Ducts used to enclose cables, wires, and associated transmission equipment. As used in this Attachment, the term “Conduit” refers only to Conduit structures, including Ducts, and space within those structures and does not include: (a) cables and other telecommunications equipment located within Conduit structures; or (b) central office vaults, CEVs, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T’s Conduit.
- 2.5 Conduit System. The term “Conduit System” refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Attachment, the term “Conduit System” does not include: (a) cables and other telecommunications equipment located within Conduit structures or (b) central office vaults, CEVs, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T’s Conduit.
- 2.6 Duct. The term “Duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Attachment, the term “Duct” includes “innerducts” created by subdividing a Duct into smaller channels, but does not include cables and other telecommunications equipment located within such Ducts.
- 2.7 Handhole. The term “Handhole” refers to a structure similar in function to a Manhole, but which is too small for personnel to enter. As used in this Attachment, the term “Handhole” refers only to Handholes which are part of AT&T’s Conduit System, and does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits. As used in this Attachment, the term “Handhole” refers only to Handhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within Handhole structures.
- 2.8 Maintenance Duct. The term “Maintenance Duct” generally refers to a full-sized Duct (typically three inches in diameter or larger), and may include an innerduct, for use on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “Maintenance Duct” does not include Ducts and Conduits extending from an AT&T Manhole to customer premises. When only one usable full-sized Duct remains in a Conduit section, that Duct shall be deemed to be the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for restoration purposes, dependent on the specific circumstances in a Conduit run. Such reservations shall be communicated, as necessary, when responding to Applications for access.

- 2.9 Make-Ready Survey. The term “Make-Ready Survey” refers to the engineering review by AT&T or, when applicable, an Authorized Contractor of each submitted Application. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 6.2.
- 2.10 Make-Ready Work. The term “Make-Ready Work” refers to all work performed, or to be performed, to prepare AT&T’s Structure and any existing related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.11 Manhole. The term “Manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Ducts or Conduits which are parts of AT&T’s Conduit System. As used in this Attachment, the term “Manhole” does not include cables and other telecommunications equipment located within Manhole structures.
- 2.12 Occupancy Permit. The term “Occupancy Permit” refers to a written instrument granting Attaching Party, or Other User, permission to install its facilities on AT&T Structure in accordance with the AT&T-approved design. With very few exceptions, all of which will be based on AT&T’s approval for such exceptions, the Occupancy Permit shall be contingent on the completion of all Make-Ready Work identified in the design approved during the Make-Ready Survey phase.
- 2.13 Other User. The term “Other User” refers to an entity, other than Attaching Party, with facilities on or in AT&T Structure to which Attaching Party has obtained access. Other Users may include, but are not limited to, other attaching parties, municipalities or other governmental entities, and electric utilities.
- 2.14 Overlashing. The term “Overlashing” refers to the practice of placing an additional communications cable by lashing such cable with spinning wire over an existing cable and strand on Poles.
- 2.15 Pole. The term “Pole” refers to poles which are owned or controlled by AT&T and does not include cables and other telecommunications equipment attached to Pole structures.
- 2.16 Right(s)-of-Way. The term “Right(s)-of-Way” refers to a party’s legal rights to pass over or through property owned by another party. For purposes of this Attachment, “Right(s)-of-Way” includes property owned or controlled by AT&T and used by AT&T for its telecommunications distribution facilities. Rights(s)-of-Way (ROW) do not include:
- 2.16.1 cables and other telecommunications equipment buried or located on such ROW;
 - 2.16.2 public ROW (which are owned by and subject to the control of governmental entities); or
 - 2.16.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.
- 2.17 Routine Inspections. The term “Routine Inspections” refers to inspections that are planned and scheduled by AT&T, for the purpose of inspecting the facilities of Attaching Party and others, including AT&T, on AT&T Structure.
- 2.18 Spot Inspections. The term “Spot Inspections” refers to spontaneous inspections done by AT&T, which may be initiated at AT&T’s discretion, for the purpose of ensuring safety and compliance with AT&T standards on specific Structure.
- 2.19 Structure. The term “Structure” refers collectively to Poles, Ducts, Conduits, and ROW.

3.0 GENERAL PROVISIONS

- 3.1 Attachment. This Attachment is subject to the terms and conditions of the Parties’ underlying Interconnection Agreement (“Agreement”). If there is an irreconcilable conflict between the General Terms and Conditions of the Parties’ Agreement or its appendices and attachments and this Attachment, the terms and conditions expressly set forth in this Attachment shall control Attaching Party’s access to AT&T’s Structure.
- 3.2 Prior Agreements Superseded. This Attachment supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T relating to the placement and maintenance of Attaching Party’s facilities on and within AT&T’s Structure within the applicable state(s).
- 3.3 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective Pole and Conduit Occupancy Permits granted to Attaching Party shall, on the Effective Date of this Attachment, be subject to the rates, terms, conditions, and procedures set forth in this Attachment.
- 3.4 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractor(s) or contractors it selects. Subject to state-specific requirements, Authorized Contractors must be utilized to perform any of the following tasks within a specified AT&T construction district, as applicable:

- 3.4.1 installation of those sections of Attaching Party's Conduits, Ducts, or innerducts, which connect to AT&T's Conduit System;
 - 3.4.2 the engineering analysis required for the Make-Ready Survey when Attaching Party performs a Make-Ready Survey as permitted under Section 8.10;
 - 3.4.3 excavation work in connection with the removal of retired or inactive (dead) cables; or
 - 3.4.4 Make-Ready Work, when Attaching Party performs the Make-Ready Work as permitted under Section 8.10.
- 3.5 Worker Safety. Attaching Party shall be responsible for ensuring that any employee of Attaching Party, or contractor working on Attaching Party's behalf, has received the training necessary to safely perform any assigned work on, in, or near any AT&T Structure. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, Occupational Safety and Health Administration (OSHA).

4.0 CONFIDENTIALITY OF INFORMATION

- 4.1 Except as otherwise provided below, Confidentiality of Information shall be governed by the GT&Cs of the Agreement.
- 4.1.1 Information Provided by Attaching Party to AT&T and by AT&T to Attaching Party. Except as otherwise specifically provided in this Attachment, all company-specific and customer-specific information submitted by Attaching Party (Disclosing Party) to AT&T (Receiving Party) and by AT&T (Disclosing Party) to Attaching Party (Receiving Party) in connection with this Attachment (including, but not limited to, information submitted in connection with Attaching Party's Applications for Occupancy Permit and AT&T's responses) shall be deemed to be "confidential" or "proprietary" information of Disclosing Party and shall be subject to the terms set forth in this Section. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for review of records or its inquiry about AT&T facilities and AT&T's responses. This Section does not limit the use by AT&T of aggregate information relating to the occupancy and use of AT&T's Structure by firms other than AT&T (that is, information submitted by Attaching Party and aggregated by AT&T in a manner that does not directly or indirectly identify Attaching Party).
 - 4.1.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T in connection with this Attachment shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 4.3-4.6.
 - 4.1.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 4.1 and 4.2 above, AT&T, and persons acting on AT&T's behalf, may utilize Attaching Party's confidential or proprietary information for the following purposes:
 - 4.1.3.1 posting information, as necessary, to AT&T's outside plant records;
 - 4.1.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's Structure and any AT&T facilities located on, within, or in the vicinity of such Structure;
 - 4.1.3.3 performing AT&T's obligations under this Attachment and similar agreements with third parties;
 - 4.1.3.4 determining which of AT&T's Structure are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's Structure;
 - 4.1.3.5 preparing cost studies;
 - 4.1.3.6 responding to regulatory requests for information;
 - 4.1.3.7 maintaining AT&T's financial accounting records; and
 - 4.1.3.8 complying with other legal requirements relating to Structure.

- 4.1.4 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including Attaching Party, concerning AT&T's performance of this Attachment, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T may utilize confidential or proprietary information submitted by Attaching Party in connection with this Attachment as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:
- 4.1.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 4.1.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 4.1.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 4.1.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this Section shall be construed as precluding AT&T from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:
- 4.1.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 4.1.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 4.1.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 4.1.6 Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Section by the Receiving Party and that the Disclosing Party shall be entitled to specific performance as a remedy for any such breach, including, but not limited to injunctive relief. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

5.0 ACCESS TO RIGHTS-OF-WAY

- 5.1 To the extent AT&T has the authority to do so, AT&T grants Attaching Party a right to use any ROW for AT&T Poles, Ducts, or Conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating, and maintaining such Attaching Party's facilities on AT&T's Poles, Ducts, or Conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Pole, Duct, or Conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, ROW, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T. AT&T does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 5.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties, which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive ROW. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 5.3 Access to Rights-of-Way Generally. At locations where AT&T has access to third-party property pursuant to non-exclusive ROW, AT&T shall not interfere with Attaching Party's negotiations with third-party property owners for similar access; nor with Attaching Party's access to such property pursuant to easements or other ROW obtained by Attaching Party from the property owner. At locations where AT&T has obtained exclusive ROW from third-party property owners or otherwise controls the ROW, AT&T shall, to the extent space is available, and subject to reasonable safety, reliability,

and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T to provide such access, and provided further that if AT&T has available space that it shares with Attaching Party in such ROW or easements (e.g., for cabinets placed on or underground), AT&T shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T to obtain such ROW or easements, plus any other documented legal, administrative, and engineering costs incurred by AT&T in obtaining such ROW or easements and processing Attaching Party's requests for such access.

- 5.4 Third-Party Property Owners. Occupancy Permits granted under this Attachment authorize Attaching Party to place facilities in, or attach facilities to, Structure owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.
- 5.4.1 Attaching Party agrees that neither Attaching Party nor any persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Attaching Party's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Attaching Party's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 5.5 No Effect on Either Party's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or Occupancy Permits issued hereunder or by the applicable laws, rules, or regulations:
- 5.5.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within, or attached to, AT&T's Structure at any time and in any reasonable manner which it deems appropriate to serve its end users, avail itself of new business opportunities, or otherwise meet its business needs; or
- 5.5.2 For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in AT&T's Structure; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements shall not substantially interfere with Attaching Party's attachment authorized by Occupancy Permits issued pursuant to this Attachment.
- 5.6 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any Occupancy Permit issued hereunder shall not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any Occupancy Permit issued hereunder or by applicable laws, rules, or regulations.
- 5.7 Attaching Party acknowledges that the facilities of persons or entities other than AT&T and Attaching Party may be attached to or occupy AT&T's Structure.
- 5.8 With respect to the Structure occupied by Attaching Party or the subject of an Application for attachment by Attaching Party, AT&T will give to Attaching Party sixty (60) calendar days' written notice for Conduit extensions or reinforcements, Pole line extensions, Pole replacements, or of AT&T's intention not to maintain or use any existing Pole(s) or Conduit.
- 5.9 Where AT&T elects to abandon Structure on or within which other entities have facilities, the affected Structure will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Occupancy Permits of Other User(s) pertaining to such Structure. If none of the existing occupants elects to maintain such Structure, all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.
- 5.10 If an emergency or provisions of an applicable joint use agreement require AT&T to construct, reconstruct, expand, or replace Poles, Conduits, or Ducts owned or controlled by AT&T and either occupied by Attaching Party or the subject of an Application for attachment by Attaching Party, AT&T will notify Attaching Party as soon as reasonably practicable of such proposed construction, reconstruction, expansion, or replacement to enable Attaching Party, if it so desires, to

request that a Pole, Conduit, or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Attaching Party.

6.0 SPECIFICATIONS

- 6.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T's Poles or occupying space in AT&T's Ducts, Conduits, and ROW shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Attachment.
- 6.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
 - 6.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the "Blue Book";
 - 6.2.2 the National Electrical Safety Code (NESC), published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
 - 6.2.3 the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA);
 - 6.2.4 the AT&T Structure Access Guidelines; and
 - 6.2.5 California Public Utility Commission's General Orders 95 and 128 for attachments to AT&T Structure that exists in the State of California.
- 6.3 Requirements Relating to Personnel and Construction Procedures Generally:
 - 6.3.1 Duct clearing, rodding, or modifications required to grant Attaching Party access to AT&T's Conduit System may be performed by AT&T at Attaching Party's expense at charges which represent AT&T's actual costs. Alternatively (at Attaching Party's option), such work may be performed by an Authorized Contractor. The Parties acknowledge that Attaching Party, its contractors, and other persons acting on Attaching Party's behalf, will perform work for Attaching Party within AT&T's Conduit System. Attaching Party represents and warrants that neither Attaching Party nor any person acting on Attaching Party's behalf shall permit any person to climb or work on any of AT&T's Poles, or to enter AT&T's Manholes, or work within AT&T's Conduit System, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles or the Conduit System and to perform the work safely.
 - 6.3.2 Rodding or clearing of Ducts in AT&T's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Attaching Party may contract with AT&T for performance of such work or, at Attaching Party's option, with an Authorized Contractor.
 - 6.3.3 Personnel performing work on AT&T's or Attaching Party's behalf in AT&T's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.
 - 6.3.4 All of Attaching Party's facilities shall be firmly secured and supported in accordance with industry standards as referred to in Section 6.2 above.
 - 6.3.5 Artificial lighting, when required, will be provided by Attaching Party. Only explosion-proof lighting fixtures shall be used.
 - 6.3.6 Upon request and at Attaching Party's expense, AT&T shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its Structure and facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Attaching Party the right to remove such cables. Notwithstanding anything to the contrary in this Attachment or in any other agreement, based on sound engineering judgment and at AT&T's sole discretion, there may be situations where it would neither be feasible nor practical to remove retired cables, in which case they shall not be removed.

- 6.4 Additional Electrical Design Specifications. Attaching Party agrees that, in addition to specifications and requirements referred to in Section 6.2 above, Attaching Party's facilities placed in AT&T's Conduit System shall meet all of the following electrical design specifications:
- 6.4.1 No facility shall be placed in AT&T's Conduit System in violation of Federal Communications Commission (FCC) regulations.
 - 6.4.2 Attaching Party's facilities carrying more than fifty (50) volts AC root mean square (rms) to ground or one hundred thirty-five (135) volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - 6.4.3 No coaxial cable of Attaching Party shall occupy a Conduit System containing AT&T's cable unless such cable meets the voltage limitations of Article 820 of the NEC.
 - 6.4.4 Attaching Party's coaxial cable may carry continuous DC voltages up to one thousand eight hundred (1800) volts to ground where the conductor current will not exceed one-half (1/2) ampere and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed two hundred (200) microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 6.4.5 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.
- 6.5 Additional Physical Design Specifications. Attaching Party's facilities placed in AT&T's Conduit System must meet all of the following physical design specifications:
- 6.5.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T's Conduit or Ducts.
 - 6.5.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System requires that dielectric cable be placed when Attaching Party's cable utilizes an alternative Duct or route that is shared in the same trench by any current-carrying facility of a power utility.
 - 6.5.3 New construction splices in Attaching Party's fiber optic and twisted pair cables may be located in AT&T's Manholes or Handholes only when, in AT&T's sole judgment: (a) there is sufficient space available; and (b) placing splice cases outside of AT&T's Manholes or Handholes is unreasonable in light of the cost and feasibility. In those cases, AT&T may, in its sole discretion, permit Attaching Party to place new construction splices in AT&T's Conduit System at a location to be determined by AT&T. In no event are any splice points allowed in AT&T's Conduit or Ducts.
 - 6.5.4 Attaching Party will be permitted to connect its Conduit or Duct only at an AT&T Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Attaching Party facilities will be performed by Attaching Party, or its contractor, at Attaching Party's expense. In no event shall Attaching Party, or its contractor, "core bore" or make any other modification to AT&T Manhole(s) without the prior written approval of AT&T.
 - 6.5.5 If Attaching Party constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Attaching Party's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's Conduit System.
- 6.6 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's Manholes and access to AT&T's Conduit System. The opening of AT&T's Manholes shall only be permitted after notification by Attaching Party and the subsequent approval by AT&T's authorized employee or agent, which approval shall not be unreasonably delayed or withheld.
- 6.6.1 Attaching Party will notify AT&T not less than five (5) business days in advance before entering AT&T's Conduit System to perform non-emergency work operations. Such operations shall be conducted during

normal business hours except as otherwise agreed by the Parties. The notice shall state the general nature of the work to be performed.

6.6.2 An authorized employee or representative of AT&T may be present any time when Attaching Party, or personnel acting on Attaching Party's behalf, enter or perform work within AT&T's Conduit System. Attaching Party must notify AT&T when Attaching Party has completed such work in the Conduit System. If AT&T is not available when Attaching Party notifies AT&T of completion of the facility installation in AT&T's Conduit System, then AT&T may perform a post-construction inspection as described in Section 15.1. Attaching Party shall reimburse AT&T for costs associated with the presence of AT&T's authorized employee or representative.

6.6.3 Each Party, when desiring to enter Manholes, must obtain any necessary authorization from the appropriate authorities prior to opening Manholes. Additionally, each Party is responsible, as the Party desiring entry, to comply with all applicable laws, regulations, and safety requirements including, but not limited to, traffic control, warning devices, and Manhole purging and venting.

6.7 Compliance with Environmental Laws and Regulations. AT&T makes no representations to Attaching Party, or personnel performing work on Attaching Party's behalf, that AT&T's Structure, or any specific portions thereof, will be free from environmental contaminants at any particular time. Attaching Party agrees to establish appropriate procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:

6.7.1 Attaching Party acknowledges that some of AT&T's Conduit was fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Attaching Party will presume that all Conduits not fabricated of plastic, tile, or wood are asbestos-containing and will handle pursuant to all applicable regulations relating to worker safety and protection of the environment.

6.7.2 Attaching Party's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).

6.7.3 All persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall, when working on, within, or in the vicinity of AT&T's Structure, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.7.4 Neither Attaching Party nor personnel performing work on Attaching Party's behalf shall discharge water or any other substance from any AT&T Manhole or other part of the Conduit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T premises for storage or disposal.

6.8 Compliance with Other Governmental Requirements. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Attaching Party shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation. Attaching Party shall establish appropriate procedures and controls to assure such compliance by all persons acting on Attaching Party's behalf, including but not limited to, Attaching Party's employees, agents, contractors, and subcontractors.

6.9 Identification of Personnel Authorized to Have Access to Attaching Party's Facilities. All personnel authorized to have access to Attaching Party's facilities shall, while working on or in AT&T Structure or in the vicinity of AT&T Structure, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

7.0 ACCESS TO RECORDS

- 7.1 AT&T will, upon request and at the expense of Attaching Party, provide Attaching Party electronic copies, either via e-mail or in person, of redacted records relating to the location of AT&T's Structure regarding a specific Attaching Party service need, i.e. start location to end location (A to Z) or a five hundred (500) foot radius from a specific address. Upon request, AT&T will meet with Attaching Party to clarify matters relating to records or additional information, such as capacity or utilization. AT&T does not warrant the accuracy or completeness of information on any maps or records.
- 7.2 Records and information are and remain the proprietary property of AT&T, are provided for Attaching Party's review solely for enabling Attaching Party to obtain access to AT&T's Structure, and may not be resold, reproduced, or disseminated by Attaching Party.
- 7.3 AT&T may provide for viewing only, if available, information currently on AT&T's records regarding:
- 7.3.1 the street addresses for Manholes and Poles, as shown on AT&T's records;
 - 7.3.2 the footage between Manholes or lateral Ducts' lengths, as shown on AT&T's records;
 - 7.3.3 the footage between Poles, if shown on AT&T's records;
 - 7.3.4 the total capacity of the Structure, as available on AT&T's records; and/or
 - 7.3.5 the existing utilization of the Structure, as depicted on AT&T's records.
- 7.4 AT&T will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T.
- 7.5 Charges associated with record preparation, viewing, and assistance will be on a time, including all applicable overheads, and material basis. The charges estimated by AT&T shall be payable prior to Attaching Party receiving the records. If such records review is not in conjunction with a specific Application, subsequent to Attaching Party viewing records, AT&T shall true up the estimate, as compared to actual costs, and issue either a refund or additional invoice to Attaching Party.

8.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY

- 8.1 Occupancy Permits Required. Attaching Party shall apply in writing for, and receive, an Occupancy Permit before attaching facilities to specified AT&T Poles or placing facilities within specified AT&T Ducts, Conduits, or ROW.
- 8.2 Structure Access Request Form (Application). To apply for an Occupancy Permit under this Attachment, Attaching Party shall submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application. Additionally, Attaching Party shall provide required information, as listed on the Application form, so that AT&T can perform the Make-Ready Survey. Attaching Party shall promptly withdraw its Application if, at any time, it has determined that it no longer seeks access to specific AT&T Structure. Attaching Party shall still be responsible for all expenses incurred by AT&T relative to the specific Application.
- 8.3 Cooperation in the Application Process. The orderly processing of Applications submitted by Attaching Party and other parties seeking access to AT&T's Structure requires good faith cooperation and coordination between AT&T's personnel and personnel acting on behalf of Attaching Party and other parties seeking access. The Parties therefore agree to the following procedures which shall remain in effect during the term of this Attachment unless earlier modified by mutual agreement of the Parties.
- 8.3.1 Before submitting a formal written Application for access to AT&T's Structure, Attaching Party shall make a good faith determination that it actually plans to attach facilities to, or place facilities within, the Poles, Ducts, Conduits, or ROW specified in the Application. Applications shall not be submitted for the purpose of holding or reserving space which Attaching Party does not plan to use, or for the purpose of precluding AT&T or any other eligible entity from using such AT&T Structure.
 - 8.3.2 No more than twenty (20) Manholes shall be the subject of any single Conduit Occupancy Permit Application. Although timelines for Estimates and Make-Ready Work in this Section 8 shall not apply to Conduit access requests, AT&T shall endeavor to process all Conduit occupancy requests, including any associated Make-Ready Work, as quickly as practical.
 - 8.3.3 Each Application shall designate an employee as Attaching Party's single point of contact for any and all

purposes of that Application under this Section, including, but not limited to, processing Occupancy Permits and providing records and information. Attaching Party may at any time designate a new point of contact by giving written notice of such change while the Application is open.

- 8.3.4 All Applications, including those submitted by third parties, will be processed on a first-come, first-served basis.
- 8.3.5 When Attaching Party has multiple Applications on file with AT&T, Attaching Party may identify specific Application(s) to be prioritized. However, prioritizing any Application(s) will result in the tolling of the clock for all Applications submitted prior to the prioritized Application(s). Upon completion of the prioritized Application's Survey and/or Make-Ready Work, the timeline will resume for the Applications submitted prior to the prioritized Application(s).
- 8.3.6 If Attaching Party desires to modify an Application after AT&T has acknowledged it as complete, such Application must be cancelled, and Attaching Party must submit a new updated Application. The new Application will consequently fall in line, as referenced in Section 8.3.4 above, based on the acknowledgement date of the new complete Application.

8.4 Make-Ready Survey (Survey). Upon receipt of a complete Application, which includes Attaching Party's payment of the estimated Survey costs, AT&T shall schedule the Survey, which shall be completed by AT&T with a response to Attaching Party within forty-five (45) days. In the case of large requests, as defined in Section 8.8.2, AT&T shall respond within sixty (60) days. The primary purposes of the Survey will be to enable AT&T to:

- 8.4.1 determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
- 8.4.2 confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T Structure;
- 8.4.3 plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Attaching Party's proposed attachments or occupancy;
- 8.4.4 if applicable, identify the owner of the Pole; and
- 8.4.5 respond to Attaching Party within the required timeframe with the preceding information.

8.5 Selection of Space. AT&T will select, or approve Attaching Party's selection of, the space Attaching Party will occupy on AT&T's Poles or in AT&T's Conduit Systems. Such an assignment or approval by AT&T, which includes any modifications to Attaching Party's design by AT&T, shall constitute an approval of the associated Application. Maintenance Ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Attachment. Where required by law or franchise agreement, Ducts and attachment space on Poles reserved for municipal use shall not be considered available for Attaching Party's use. All other Ducts, innerducts, space on Poles or space in ROW, which are not assigned or occupied, shall be deemed available for use by AT&T, Attaching Party, and other parties entitled to access under applicable law or executed agreements with AT&T.

8.5.1 AT&T will assign the approved Pole, Duct, or Conduit space to Attaching Party for a pre-occupancy period not to exceed twelve (12) months, with the following exception:

8.5.1.1 State of California. The Pole, Duct, or Conduit space selected and/or approved by AT&T in such Application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months as detailed by the California Public Utility Commission.

8.5.2 If Attaching Party does not occupy the assigned space within the twelve (12) or nine (9) month period, the assignment will lapse and the space will be considered available for use by AT&T or Other User. Prior to the expiration of the twelve (12) or nine (9) month period, Attaching Party may submit a request for an extension of time based on a thorough explanation of delays outside Attaching Party's control. AT&T shall carefully consider the circumstances of any specific request and will not unreasonably withhold or deny an extension.

8.5.3 AT&T may assign space to itself by making appropriate entries in the same records used to log space assignments to Attaching Party and Other Users. If AT&T assigns Pole, Duct, or Conduit space to itself, such

assignment will automatically lapse twelve (12) months [nine (9) months in California] after the date the assignment has been entered into the appropriate AT&T record, if AT&T has not occupied such assigned space within such twelve (12) or nine (9) month period. Prior to the expiration of the twelve (12) or nine (9) month period, AT&T may apply an extension when delays outside of its control preclude its ability to occupy the assigned space within such timeframe.

8.5.4 Attaching Party's obligation to pay Pole attachment or Conduit occupancy fees will commence on the date the space assignment is made by AT&T to Attaching Party.

8.6 Estimate and Acceptance of Estimate. AT&T shall present to Attaching Party, no more than fourteen (14) days after providing the response required by Section 8.4, an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Survey and involving AT&T-owned facilities (i.e. Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements). In situations where Attaching Party utilizes an Authorized Contractor to perform the Survey, and AT&T elects to use such Survey results, AT&T will provide this estimate no more than fourteen (14) days after AT&T has received such Survey result.

8.6.1 In addition, AT&T shall provide a description of Make-Ready Work required of Other Users to accommodate Attaching Party's proposed attachment(s). Attaching Party shall be responsible for negotiating methods and timing of payments to Other Users by Attaching Party, as identified in Section 8.7.3.

8.6.2 AT&T may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning fourteen (14) days after presentation of the estimate to Attaching Party. If Attaching Party does not pay estimate of charges within forty-five (45) calendar days after its presentation, AT&T reserves the right to cancel the Application.

8.6.3 Attaching Party may accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.

8.6.4 Survey Billing - no Make-Ready. Immediately following completion of the Survey, AT&T shall true up the billing for costs associated with an Application by comparing estimated to actual costs, and issue either an invoice for the additional costs or refund for the overpayment. In this case, AT&T shall issue the associated Occupancy Permit upon completion of the Survey.

8.6.5 Survey Billing with Make-Ready. The true-up of estimated to actual Survey costs shall occur upon completion of Make-Ready Work by AT&T and shall be incorporated with the true-up of estimated to actual Make-Ready Work costs.

8.7 Make-Ready Work. Upon receipt of payment(s) specified in Section 8.6, AT&T shall notify immediately and in writing Attaching Party and all known Other Users that may be affected by the Make-Ready Work required for Attaching Party's attachment(s).

8.7.1 The notice shall:

8.7.1.1 Specify the location and type of Make-Ready Work to be performed;

8.7.1.2 For Pole attachments in the communications space, set a date for completion of Make-Ready Work no later than sixty (60) days after notification is sent (or one hundred five (105) days in the case of larger orders as specified in Section 8.8);

8.7.1.3 For Pole attachments above the communications space, set a date for completion of Make-Ready Work no later than ninety (90) days after notification is sent [or one hundred thirty-five (135) days in the case of larger orders as specified in Section 8.8];

8.7.1.4 State that any entity with an existing attachment may modify the attachment consistent with the specified Make-Ready Work before the date set for completion;

8.7.1.5 For Pole attachments, state that AT&T may assert its right to fifteen (15) additional days to complete Make-Ready Work should any Other User(s) fail to complete within the prescribed timeframe;

8.7.1.6 For Pole attachments in the communications space, state that if Make-Ready Work is not completed by the completion date set by AT&T, Attaching Party may utilize an Authorized Contractor to

complete the specified Make-Ready Work;

8.7.1.7 For Conduit and Ducts, set a date for completion of Make-Ready Work based upon the amount and complexity of work required; and

8.7.1.8 State the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.

8.7.2 Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T's specifications and in accordance with the same standards and practices followed by AT&T or AT&T's contractors. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's facilities or the facilities of any Other User.

8.7.2.1 If Make-Ready Work is completed by Attaching Party or its Authorized Contractor, Attaching Party shall notify AT&T upon completion.

8.7.3 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this Section, Attaching Party shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T's Structure.

8.7.4 True-Up of Estimated to Actual Costs for AT&T Facility Make-Ready. Upon completion of Make-Ready Work, AT&T shall true up AT&T's estimated costs for all aspects of the associated Application and issue either an invoice for the additional costs or refund for the overpayment. Attaching Party shall be responsible for negotiating actual cost billing, if desirable, with Other Users.

8.8 Timelines. The following timelines shall apply:

8.8.1 AT&T shall apply the timeline described in Sections 8.4, 8.6, and 8.7 to all Attaching Party Applications for Pole attachment when the sum of Poles, on the current Application and those received from Attaching Party during the preceding thirty (30) days, does not exceed the lesser of three hundred (300) Poles or one-half (0.5) percent of AT&T's Poles in the applicable state.

8.8.2 AT&T may add fifteen (15) days to the Survey period described in Section 8.4 for all Applications from Attaching Party when the sum of Poles on Attaching Party Applications, current and received within the preceding thirty (30) days, exceeds the limits described in Section 8.8.1 but is smaller than the lesser of three thousand (3,000) Poles or five (5) percent of AT&T's Poles in the applicable state. Furthermore, under these circumstances, AT&T may add forty-five (45) days to the Make-Ready Work period described in Section 8.7.

8.8.3 AT&T shall negotiate in good faith the timing when the sum of Poles on Attaching Party Applications, including the current Application and those received during the preceding thirty (30) days, for Pole attachment exceed the lesser of three thousand (3,000) Poles or five (5) percent of AT&T's Poles in the applicable state.

8.8.4 In the State of California Only. Make-Ready Work performed by AT&T must be completed within thirty (30) business days of receipt of advance payment from Attaching Party, provided that such a timeframe is not inconsistent with applicable legal, safety, and reliability requirements. For all requests with more than five hundred (500) Poles or five (5) miles of Conduit, the timeline for requests for information, as well as Make-Ready Surveys and Make-Ready Work completed by AT&T, shall be negotiated by the Parties in order to establish a mutually satisfactory timeframe. Alternatively, Attaching Party may utilize Authorized Contractors to complete the Make-Ready Survey and AT&T's required Make-Ready Work with notice to, and approval from, AT&T.

8.9 Deviation by AT&T. AT&T may deviate from the time limits specified in this Section 8:

8.9.1 Before offering an estimate of charges, if the Parties have no agreement specifying the rates, terms, and conditions of attachment.

8.9.2 During performance of Make-Ready Work for good and sufficient cause that renders it infeasible for AT&T to complete the Make-Ready Work within the prescribed timeframe. If so, AT&T shall immediately notify, in writing, Attaching Party and affected Other Users with existing attachments on the affected Poles, and shall include the reason for and date and duration of the deviation. AT&T shall deviate from the time limits specified in this Section 8 for a period no longer than necessary and shall resume Make-Ready Work performance without discrimination when it returns to routine operations.

8.10 Deviation by Attaching Party – Self-Help Remedies. Allowable deviations by Attaching Party with respect to this Section 8:

8.10.1 If AT&T fails to respond as specified in Section 8.4, Attaching Party may hire an Authorized Contractor to complete the Make-Ready Survey. Attaching Party shall provide AT&T the results of the Make-Ready Survey in order for AT&T to approve the Application and provide an estimate.

8.10.2 When Make-Ready Work is not completed by the date specified under Section 8.7.1.2 notice, and is not excluded from the Authorized Contractor process under Section 2.3.1, Attaching Party may hire an Authorized Contractor to complete such Make-Ready Work.

8.10.3 When Make-Ready Work is not completed by the date specified under Section 8.7.1.2 notice, and is excluded from the Authorized Contractor process under Section 2.3.1, AT&T and Attaching Party will work together to reach an equitable solution for both Parties.

8.10.4 If Attaching Party hires an Authorized Contractor for purposes specified in this Section, it shall choose from among AT&T's published list of Authorized Contractors. If Attaching Party hires an Authorized Contractor for Make-Ready Survey or Make-Ready Work, it shall provide AT&T with a reasonable opportunity for an AT&T representative to accompany and consult with the Authorized Contractor and Attaching Party.

8.11 Occupancy Permit and Attachment. After all required Make-Ready Work is completed and, as required under Section 8.7.2.1, notification by Attaching Party, AT&T will issue an Occupancy Permit confirming that Attaching Party may attach specified facilities to AT&T's Structure. Alternatively, in the absence of any Make-Ready Work requirements, the Occupancy Permit shall be issued upon approval of the Application.

8.12 Except as expressly stated to the contrary in individual Occupancy Permits issued hereunder, each Occupancy Permit issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment, whether or not such terms or conditions are expressly incorporated by reference on the face of the Occupancy Permit itself.

9.0 ADDITIONAL CAPACITY

9.1 Reimbursement for the Creation of Additional Capacity. If Attaching Party utilizes space or capacity on any AT&T Structure that was created by a modification paid for by AT&T or Other User after February of 1996 and such modification rendered possible Attaching Party's attachment, Attaching Party shall pay its pro-rata share of the modification to the party or parties that paid for the modification when requested by AT&T or Other User. Such pro-rata share shall be calculated at the depreciated value of the Structure that was modified, provided that AT&T or the Other User that shared in the cost of such modification has records detailing the cost of the modification and the current depreciated value of the Structure created by the modification.

9.2 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of Make-Ready Work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T for the use of such additional capacity. If AT&T utilizes additional space or capacity created at Attaching Party's expense, AT&T will reimburse Attaching Party on a pro-rata basis for AT&T's share, if any, of Attaching Party's capacity expansion at the depreciated value of the Structure that was modified, to the extent reimbursement is required by applicable rules, regulations, and commission orders. In order to potentially qualify for such reimbursement, Attaching Party must provide records detailing the costs of the additional capacity, calculated in a way that is reasonable in light of the full costs of the Make-Ready Work. AT&T shall not be required to collect or remit any such amounts to Attaching Party to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

10.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 10.1 Responsibility for Attaching and Placing Facilities. Attaching Party shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and/or the placement of such facilities in AT&T's Ducts, Conduits, and ROW and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 10.2 Construction Schedule. After the issuance of an Occupancy Permit, Attaching Party shall provide AT&T with a construction schedule and thereafter keep AT&T informed of anticipated changes in the construction schedule.
- 10.3 Attachment Position. The approved Application shall specify the point of attachment at each Pole to be occupied by Attaching Party's facilities, and, generally, such Attaching Party's facilities shall be attached above AT&T's facilities. When the facilities of more than one applicant are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole for each applicant's facilities.
- 10.4 AT&T will evaluate and approve in its sole discretion, on an individual case basis, the location of certain Pole-mounted equipment, such as cabinets, amplifiers and wireless equipment including, but not limited to, antennas. The approval and location of such attachments are dependent upon factors including, but not limited to, climbing space requirements and the types of existing attachments.
- 10.5 In the event Attaching Party proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.
- 10.6 Completion of Attaching Party's Construction. For each Attaching Party attachment to or in AT&T's Structure, Attaching Party will provide to AT&T a notice indicating the completion of construction of its attachment in accordance with the AT&T-approved Application within twenty (20) calendar days of Attaching Party's construction complete date. Make-Ready Work completion notifications, if applicable, are separate and described in Section 8.7.2.1.

11.0 USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 11.1 Routine Maintenance of Attaching Party's Facilities. Each Occupancy Permit subject to this Attachment authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T's Structure. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's Occupancy Permit. Notwithstanding the foregoing, Attaching Party may Overlash its facilities in accordance with applicable safety specifications, as necessary, without approval from, but with notice to, AT&T.
- 11.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance Ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed thirty (30) days) non-emergency maintenance or repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that use of the Maintenance Duct for non-emergency maintenance and repair activities must be scheduled by AT&T. A person or entity using the Maintenance Duct for non-emergency maintenance or repair activities shall immediately notify AT&T of such use and must either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one (1) full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after such person or entity occupies the Maintenance Duct. Cables temporarily placed in the Maintenance Duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies, which may occur while the Maintenance Duct is occupied.
- 11.3 Attaching Party shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Attachment) and all Occupancy Permits issued hereunder. Attaching Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Attaching Party's facilities, and for directing the activities of all persons acting on Attaching Party's behalf while they are physically present on or in AT&T's Structure or in the immediate vicinity of AT&T's Structure.

12.0 MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 12.1 Notification of Planned Modifications. Attaching Party shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to an AT&T Structure. The notice shall

contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present Occupancy Permit or requires a new or amended Occupancy Permit.

- 12.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Structure, and may Overlash additional cables to its own existing facilities without approval from, but with notice to, AT&T. Attaching Party shall notify AT&T of any Make-Ready Work necessary to accommodate Attaching Party's Overlashing.
- 12.3 Attaching Party shall provide at least sixty (60) days' advance notice prior to any Overlashing that it conducts or permits, and warrants that any Overlashing Attaching Party conducts or permits (via a third party or contractor), shall meet the following requirements: (1) the Overlashing complies with the standards referenced in this Attachment; (2) Attaching Party has computed the Pole loading with the additional Overlashed facility, and the Pole will not be overloaded with the addition of the Overlashed facility; (3) Attaching Party has determined that no Make-Ready Work is necessary to accommodate the Overlashed facility, or will ensure that any Make-Ready Work necessary will be conducted before the Overlashing occurs. Such notice shall include a map indicating the affected Poles and applicable engineering information, including the Pole loading calculations. Attaching Party agrees to indemnify AT&T should any of the preceding warranties be breached.

12.3.1 Before allowing any Overlashing of Attaching Party's facilities with an Other User's facilities, Attaching Party shall ensure such Other User has an executed agreement with AT&T for Structure access.

13.0 REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 13.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T and Other Users in making rearrangements to AT&T Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the Parties in accordance with then applicable law.
- 13.2 Except for emergencies and routine maintenance, AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this Section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T will rearrange those facilities at Attaching Party's expense. In no event shall AT&T be liable to Attaching Party or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement, except to the extent caused by AT&T's negligence.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.
- 14.1.1 Nothing contained in this Attachment shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's facilities or the facilities of Other Users.
- 14.1.2 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that an entity using the Maintenance Duct for emergency repair activities will notify AT&T within twelve (12) hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T Conduit System and using the Maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, as defined in Section 14.3, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be assigned to the user of the Duct and an Occupancy Permit issued.
- 14.1.3 Attaching Party shall either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, rearrange its facilities to ensure that at least one (1) full-sized replacement Maintenance Duct (or, if the

designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after Attaching Party occupies the Maintenance Duct. If Attaching Party fails to vacate the Maintenance Duct as described above, AT&T may install a maintenance Conduit at Attaching Party's expense.

- 14.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T construction district, Attaching Party shall provide AT&T with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T of changes to such information.
- 14.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T, Attaching Party, and Other Users shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 14.3.1 Emergency service restoration work requirements shall have the highest precedence.
- 14.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security, and hospital lines) shall be given the highest priority and temporary occupancy of the Maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the work site, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 14.3.3 AT&T shall determine the order of precedence of work operations and assignment of Duct space in the Maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T on a nondiscriminatory basis in accordance with the principles set forth in this Section.
- 14.4 Emergency Pole Replacements.
- 14.4.1 When emergency Pole replacements are required, AT&T shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 14.4.2 If notified by AT&T that an emergency exists which will require the replacement of a Pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.
- 14.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at Attaching Party's expense.
- 14.5 Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities, and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.
- 14.5.1 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.
- 14.5.2 Attaching Party shall reimburse AT&T for the costs incurred by AT&T for work performed by AT&T on Attaching Party's behalf in accordance with the provisions of this Section.
- 14.6 Pole Replacements for Other than Emergencies. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to transfer its facilities as the result of Pole replacements for reasons other than emergencies and routine maintenance. The notice shall state the date by which such transfers are to be

completed. Attaching Party shall complete such transfers within the time prescribed in the notice. If Attaching Party does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Attaching Party's expense. For non-OTMR-initiated Pole replacements, after notification deadline lapses, Other User may complete associated facility transfers using an Authorized Contractor at Other User's expense. In no event shall AT&T be liable to Attaching Party for damages or other harm caused by or in connection with any such transfers completed by AT&T or Other User, except to the extent caused by AT&T's gross negligence.

15.0 AT&T INSPECTION OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE

- 15.1 Post-Construction Inspections. AT&T may, at AT&T's sole discretion and at Attaching Party's expense, conduct a post-construction inspection of Attaching Party's attachment of facilities to or in AT&T's Structure. This type of inspection shall be conducted for the sole purpose of determining the conformance of the attachments to the Occupancy Permit(s) and standards identified in Section 6. AT&T will endeavor to notify Attaching Party of proposed date and time prior to the post-construction inspection so that Attaching Party may accompany AT&T on the post-construction inspection. Findings of nonconformance shall be communicated by AT&T to Attaching Party as soon as practical.
- 15.2 Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make Routine or Spot Inspections of all facilities attached to AT&T's Structure to help ensure compliance with the terms and conditions of the applicable agreements. AT&T will give Attaching Party advance notice of Routine Inspections involving Attaching Party facilities.
- 15.3 Cost of Routine or Spot Inspection. With the exception of any state law or regulation providing otherwise, if Attaching Party's facilities are found to be in compliance with this Attachment, there will be no charges incurred by Attaching Party for the Routine or Spot Inspection. However, if Attaching Party's facilities are found not in compliance with this Attachment, AT&T may charge Attaching Party for the cost of the Routine Inspection, as applicable to the particular item of Structure with the noncompliant attachment.
- 15.4 Notice of Noncompliance. If, pursuant to a post-construction, Routine, or Spot Inspection, AT&T determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, AT&T may send notice to Attaching Party specifying the alleged noncompliance. Attaching Party will acknowledge receipt of the notice as soon as practicable.
- 15.5 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T in writing of the basis for Attaching Party's objection to the assertion that its facilities are noncompliant within sixty (60) days of notice of noncompliance.
- 15.6 Bringing Facilities into Compliance. Attaching Party shall bring its noncompliant facilities into compliance within ninety (90) days after being notified of such noncompliance when no Make-Ready Work is required. If any Make-Ready Work or modification work to AT&T's Structure is required to bring Attaching Party's facilities into compliance, Attaching Party shall provide notice to AT&T and the Make-Ready Work or modification will be treated in the same fashion as Make-Ready Work or modifications for a new request for attachment. In any event, if the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Attaching Party shall notify AT&T when the facilities have been brought into compliance.
- 15.7 No Liability on AT&T. Neither the act of inspection by AT&T of Attaching Party's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Attaching Party of any responsibility, obligation, or liability under this Section or otherwise existing.
- 15.8 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within ninety (90) days, or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the facilities were not in compliance, AT&T may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment. If Attaching Party fails to bring its facilities into compliance with the Occupancy permit and/or the standards set forth in this Agreement, it shall be deemed a Continuing Violation.
- 15.9 Correction of Conditions by AT&T. If AT&T elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.

- 15.9.1 AT&T will, whenever practicable, notify Attaching Party in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T's schedule for performing the work.
- 15.9.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T does not reattach Attaching Party's facilities, AT&T shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.
- 15.9.3 AT&T shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps, as Attaching Party may deem necessary to ensure that the facilities meet Attaching Party's performance requirements.
- 15.10 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.
- 15.11 Inventory Survey. AT&T shall have the right, upon thirty (30) days' notice to Attaching Party, to determine the total number and exact location of Attaching Party's attachments on AT&T Poles and/or Conduit through a physical survey conducted by AT&T or its agents. Attaching Party shall have the right to participate in the survey. The costs incurred by AT&T to conduct the physical inventory shall be shared proportionately with AT&T by Attaching Party. If the attachments of Other Users are included in the inventory, all parties, including Attaching Party, shall share proportionately in the costs with AT&T.

16.0 TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 16.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities, placed on or in AT&T's Structure, in a manner sufficient to identify the facilities as those belonging to Attaching Party. In the case of existing attachments, Attaching Party shall tag such attachments as they are visited by Attaching Party for the performance of maintenance or other work. Attaching Party's facilities on AT&T's Poles shall be tagged at each Pole attachment, and Attaching Party's facilities in AT&T's Conduits shall be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags shall be of sufficient size and lettering so as to be easily read from the ground.
- 16.2 Notice to Attaching Party. If any of Attaching Party's facilities for which no Occupancy Permit is presently in effect are found attached to AT&T's Structure, AT&T, without prejudice to other rights or remedies available to AT&T under this Attachment, and without prejudice to any rights or remedies which may exist independent of this Attachment, shall send a written notice to Attaching Party advising Attaching Party that no Occupancy Permit is presently in effect with respect to the facilities and that Attaching Party must, within thirty (30) days, respond to the notice as provided in Section 16.3 of this Attachment.
- 16.3 Attaching Party's Response. Within thirty (30) days after receiving a notice under Section 16.2 of this Attachment, Attaching Party shall acknowledge receipt of the notice and: (1) submit to AT&T an existing Occupancy Permit covering the alleged unauthorized attachments; or (2) if an Occupancy Permit does not exist, submit an Application under Section 8.
- 16.4 Charges for Unauthorized Attachments. Attachment fees shall continue to accrue until the unauthorized facilities are removed from AT&T's Structure. In addition, Attaching Party shall be liable for an unauthorized attachment fee as specified in Section 18.3 of this Attachment. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T or Other User, and shall pay AT&T for all costs incurred by AT&T in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 16.5 Removal of Unauthorized Attachments. If Attaching Party does not apply for a new or amended Occupancy Permit as set forth in Section 16.3, AT&T shall by written notice advise Attaching Party to remove its unauthorized facilities not

later than sixty (60) days from the date of notice. If the facilities have not been removed within the time specified in the notice, AT&T may, at AT&T's option, remove Attaching Party's facilities at Attaching Party's expense.

- 16.6 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T's Facilities. No act or failure to act by AT&T with regard to any unauthorized attachment or unauthorized use of AT&T's Structure shall be deemed to constitute a ratification by AT&T of the unauthorized attachment or use, nor shall the payment by Attaching Party of fees and charges for unauthorized attachments exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

17.0 REMOVAL OF ATTACHING PARTY'S FACILITIES

- 17.1 When Attaching Party no longer intends to occupy space on or in AT&T Structure, Attaching Party will provide written notification to AT&T that it wishes to terminate the Occupancy Permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Attaching Party's facilities, the Occupancy Permit shall terminate and the space shall be available for reassignment.
- 17.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Structure.
- 17.1.2 Except as otherwise agreed upon in writing by the Parties, Attaching Party must, after removing its facilities, plug all previously occupied Ducts at the entrances to AT&T's Manholes.
- 17.1.3 Attaching Party shall be solely responsible for the removal of its own facilities from AT&T's Structure.
- 17.2 At AT&T's request, Attaching Party shall remove from AT&T's Structure any of Attaching Party's facilities, which are no longer in active use. Upon request, Attaching Party will provide proof satisfactory to AT&T that Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T's Structure.
- 17.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T's Structure within sixty (60) days after termination of the Occupancy Permit.
- 17.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T's Structure within sixty (60) days after the date Attaching Party replaces existing facilities on a Pole or in a Conduit with substitute facilities.
- 17.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T's Structure would cause a forfeiture of the rights of AT&T to occupy the property where such Structure is located, AT&T will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T will give Attaching Party not less than sixty (60) days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the removal of Attaching Party's facilities.
- 17.6 Removal of Facilities by AT&T; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T's Structure in accordance with the provisions of Sections 17.1-17.5 of this Attachment, AT&T may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of its intent to remove Attaching Party's facilities pursuant to this Section.
- 17.7 Removal of Facilities by AT&T. If AT&T removes any of Attaching Party's facilities pursuant to this Section, Attaching Party shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.0 RATES, FEES, CHARGES, AND BILLING

- 18.1 Recurring Rates and One-Time Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All recurring rates, and some one-time fees, associated with Attaching Party's access to AT&T Structure as outlined in this Attachment will be set forth on a pricing sheet available via AT&T's CLEC Online website. All rates, one-time fees,

and changes thereto, shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

18.2 Unauthorized Attachments. For all states that have not established their own unauthorized attachment fees, the following shall apply:

18.2.1 Upon AT&T's discovery of unauthorized attachments in an Inventory Survey or Attaching Party's self-report of unauthorized attachments and written notice of said unauthorized attachments (including location), Attaching Party shall pay AT&T the back-rent, including interest, that would have been due for these attachments, up to five (5) times the annual rent per attachment for each unauthorized attachment.

18.2.2 If Attaching Party declines to participate in an Inventory Survey (i.e., providing the locations of its existing attachments), and AT&T discovers an unauthorized attachment by Attaching Party, AT&T will also be entitled to invoice Attaching Party a sanction, as set forth in the pricing sheet, for each such unauthorized attachment that is discovered.

18.2.3 Attaching Party can avoid the sanction referenced in Section 18.2.2 by submitting an Application within sixty (60) days of receiving written notice from AT&T and correcting any safety violations within one hundred eighty (180) days.

18.3 In the state of California, each individual unauthorized attachment shall be assessed a penalty, as set forth in the pricing sheet, in addition to all other costs which are part of Attaching Party's responsibility.

18.4 Changes to Rates and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T shall have the right to change the rates and fees associated with this Attachment. Notice of changes in rates or fees, and their effective date, will be provided to Attaching Party via one or both of the following ways at least sixty (60) calendar days before the specific changes being made take effect: (1) posting an Accessible Letter to the AT&T CLEC Online and/or Prime Access websites, or (2) sending a notification directly to Attaching Party.

19.0 RADIO FREQUENCY REQUIREMENTS FOR ANY WIRELESS ATTACHMENTS

19.1 Attaching Party is solely responsible for the radio frequency (RF) emissions emitted by its equipment and will comply with all FCC regulations regarding RF exposure limitations. To the extent required by FCC rules and any applicable state rules, Attaching Party shall install appropriate signage to notify workers and the public of the potential for exposure to RF emissions.

19.2 Attaching Party is under a duty and obligation in connection with the operation of its own facilities, now existing or in the future, to protect against RF interference to the RF signals of any party legally utilizing AT&T Structure, as applicable, as may emanate or arise. Attaching Party shall endeavor to correct any interference, created by Attaching Party's RF emissions, to the RF signals of any Other User legally utilizing AT&T Structure. In the event AT&T's operations interfere with Attaching Party's lawful use of its RF signals, AT&T and Attaching Party shall cooperate to stop such interference.

19.3 Attaching Party shall install a power cut-off switch on every AT&T Pole to which it has attached facilities that can emit RF energy. AT&T's authorized field personnel will contact Attaching Party's designated point of contact not less than 24 hours in advance to inform Attaching Party of the need for a temporary power shut-down. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice as may be practicable. In all instances, once the work has been completed and the workers have departed the exposure area, the party who accomplished the power-down shall restore power and inform Attaching Party as soon as possible that power has been restored.

19.4 Emergency After Hours Contact Information. Attaching Party shall provide emergency after hours contact information to AT&T. Attaching Party shall be required to include signage which indicates Attaching Party's emergency contact information and NESC-required information.

19.5 Installation and Upkeep of Sign(s). Attaching Party is responsible for the installation and upkeep of its sign(s) on each Pole. The signage will be placed so that it is clearly visible to workers who climb the Pole or ascend by mechanical means. The sign(s) will contain the information approved for such signs by the FCC or applicable state agency, or in the absence of such standards, the information commonly used in the industry for such sign(s).

20.0 NOTICES

- 20.1 Operational Contact Information. Contact information for operational issues including Applications for Occupancy Permits, Make-Ready Surveys, Make-Ready Work and other day-to-day matters concerning Structure access.

20.1.1 AT&T:
Region/state-specific contact information is available in an online document found at the following URL:
<https://clec.att.com/clec/hb/shell.cfm?section=2921>.

20.1.2 Attaching Party:

NOTICE CONTACT	Attaching Party
NAME/TITLE	Bernadette Bakunovich
STREET ADDRESS	Sr. Admin-Carrier Relations & Contract Management
CITY, STATE, ZIP CODE	525 Junction Rd., Suite 7000
TELEPHONE NUMBER	Madison, WI 53717
E-MAIL ADDRESS	(608) 664-6223
	bernadette.bakunovich@tdstelecom.com

- 20.2 Contractual Notice. Notices other than those related to Structure Access operational issues will be governed by the applicable notice provisions in the GT&Cs of the Agreement.

21.0 **DISCLAIMER OF WARRANTIES**

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S STRUCTURE IS SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR IS FREE FROM DEFECTS. ATTACHING PARTY SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T'S STRUCTURE FOR ATTACHING PARTY'S INTENDED USE.

22.0 **INDEMNIFICATION**

- 22.1 Definitions. The following terms shall have the described meanings when used in Section 22:

- 22.1.1 "AT&T" shall mean AT&T, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, directors, and employees.
- 22.1.2 "Claims" shall mean any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness and disease, and/or death.
- 22.1.3 "Liability" shall mean any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.

- 22.2 Attaching Parties' Indemnification Obligations to AT&T: Attaching Party agrees that it will indemnify, hold harmless, and, on request, defend AT&T from any Claim or Liability, if such Claim and/or Liability arises out of Attaching Party's work on, in, or in the vicinity of AT&T's Structure and/or Attaching Party's access to or use of AT&T's Structure, except to the extent caused by the willful or intentional misconduct, or gross negligence, of AT&T.

- 22.3 AT&T's Indemnification Obligations to Attaching Party: AT&T agrees that it will indemnify, hold harmless, and, on request defend Attaching Party from any Claim or Liability, if such Claim and/or Liability arises out of AT&T's work on, in, or in the vicinity of AT&T's Structure and/or AT&T's access to or use of AT&T's Structure, except to the extent caused by the willful or intentional misconduct, or gross negligence, of Attaching Party.

- 22.4 The Indemnification Obligations Identified in Sections 22.2 and 22.3 shall include, but not be limited to the following types of Claims and/or Liabilities: (a) workplace Claims and/or Liabilities from employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; (b) Claims and/or Liabilities brought by Attaching Party's or AT&T's vendors, suppliers, and customers; (c) claims brought by third parties; (d) environmental Claims and/or Liabilities arising out of or in connection with: (i) an alleged violation or breach by Attaching Party or AT&T, its employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law and/or any provision or requirement of this Agreement dealing with hazardous

substances or protection of the environment; (ii) the release or discharge, onto any public or private property of any hazardous substances, regardless of the source of such hazardous substances, by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; and/or (iii) the removal, disposal, storage, processing or other handling of any hazardous substances by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf from the site of any AT&T Structure; (d) Claims and/or Liabilities for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T or Attaching Party due to the placement or presence of Attaching Party's or AT&T's facilities on or in AT&T's Structure; (e) Claims and/or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, alleged violation of any third-party's intellectual property rights, including but not limited to Claims and/or Liabilities for copyright infringement, patent infringement, unauthorized use or transmission of television or radio broadcast programs or other material, unauthorized use of any apparatus, appliances, equipment, or parts thereof furnished, installed, and/or utilized by Attaching Party or AT&T; (f) Claims and/or Liabilities based on Attaching Party's or AT&T's, and/or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, furnishing, performance, or use of any material supplied or any product Claims or Liabilities relating to any material supplied; (g) Claims or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, to comply with any term of this Agreement or any applicable local, state, or federal statute, rule, regulation, ordinance or other law, including but not limited to OSHA; and (h) any Claims and/or Liabilities for economic damages that may arise, including damages for delay or other related economic damages that AT&T or AT&T may suffer or allegedly suffer as a result of the performance or failure to perform work by Attaching Party or AT&T.

- 22.5 With respect to Attaching Party's obligation to procure insurance naming AT&T as an additional insured, as set forth in Section 24, it shall be Attaching Party's obligation to request and confirm issuance of a "waiver of subrogation clause" in favor of AT&T.

23.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 23.1 Except as otherwise provided below, Liabilities and Limitations of Liabilities will be governed by the GT&Cs of this Agreement.
- 23.1.1 AT&T Not Liable to Attaching Party for Acts of Third Parties or Acts of Nature. By affording Attaching Party access to AT&T Structure, AT&T does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 23.3 of this Attachment, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to or placed in AT&T's Structure and AT&T shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 23.3. In no event shall AT&T be liable to Attaching Party under this Attachment for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Attaching Party under this Attachment for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Attachment.
- 23.1.2 Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.
- 23.1.3 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of

federal law or in contravention of the laws of the applicable state(s).

24.0 INSURANCE

24.1 Except as provided below, insurance will be governed by the GT&Cs of this Agreement. All insurance coverages set forth in the GT&Cs apply, with the exception that the following higher coverage amounts are required under this Attachment:

24.1.1 Worker's Compensation insurance with benefits afforded under the laws of any state in which the work related to this Attachment is to be performed and Employers Liability insurance with limits of at least:

24.1.1.1 \$1,000,000 for Bodily Injury – each accident;

24.1.1.2 \$1,000,000 for Bodily Injury by disease – policy limits; and

24.1.1.3 \$1,000,000 for Bodily Injury by disease – each employee.

24.1.2 Umbrella/Excess insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

25.0 ASSIGNMENT OF RIGHTS

25.1 Except as otherwise provided below, assignment will be governed by the GT&Cs of this Agreement.

25.1.1 Sub-Permits. Nothing contained in this Attachment shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Attachment or Occupancy Permits subject to this Attachment to any third party. Except as otherwise expressly permitted in this Attachment, Attaching Party shall not allow third party to attach or place facilities to or in Pole or Conduit space occupied by or assigned to Attaching Party or to utilize such space.

25.1.2 Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Attachment except as provided in this Section.

25.1.2.1 AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Attachment, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.

25.1.2.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Attachment, subject to the express terms of this Attachment. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party ("the Agreement"), Attaching Party's lender or the third party acquiring Attaching Party's rights under this Attachment shall assume all outstanding obligations of Attaching Party under the Agreement and provide proof satisfactory to AT&T that such lender or third party has complied or will comply with all requirements established under this Attachment. Notwithstanding any provisions of this Attachment to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Attachment and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Attachment (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under this Attachment, including liability to AT&T for any act, omission, default, or obligation that arose or occurred under this Attachment prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

25.1.2.3 No assignment or transfer by Attaching Party of rights under this Attachment, Occupancy Permit subject to this Attachment, or authorizations granted under this Attachment shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 25.3, and secured AT&T's prior written consent to the assignment or transfer, unless such consent is not necessary pursuant to Section 25.2.2 of this Attachment.

25.1.3 Notice of Assignment. Attaching Party shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 25.2.3, and thirty (30) days' notice in writing following any consented-to assignment.

26.0 TERMINATION OF OCCUPANCY PERMITS

26.1 Except as provided below, Termination and Remedies for Breach will be governed by the GT&Cs of this Agreement.

26.1.1 Subject to notice and the opportunity to cure as provided in the Agreement, individual Occupancy Permits subject to this Attachment shall terminate if (a) Attaching Party ceases to utilize the Pole attachment or Conduit or ROW space subject to such Occupancy Permit; or (b) Attaching Party's permission to use or have access to particular Structure has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

26.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T's Structure shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Attaching Party violates this provision.

27.0 ASSURANCE OF PAYMENT

27.1 Except as otherwise provided below, Assurance of Payment will be governed by the GT&Cs of this Agreement.

27.1.1 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen, and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Attachment. In the event any lien, claim, or demand is made on AT&T by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performance of such work, AT&T may require, in addition to any security provided under the Agreement, that Attaching Party provide cash deposits, or execute payment, performance bonds, letters of credit, and/or such other security as AT&T may deem reasonable.

28.0 RESERVED

29.0 DISPUTE RESOLUTION – FINALITY OF DISPUTES

29.1 Except as otherwise provided below, Dispute Resolution will be governed by the GT&Cs of this Agreement.

29.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Any legal action arising in connection with this Agreement must be filed within twenty-four (24) months after the cause of action accrues, with the exception of a Continuing Violation, or it will be deemed time-barred and waived. The Parties waive any statute of limitations to the contrary. Continuing Violations are specifically exempt from the waiver of any statute of limitations and shall be brought within the time set forth in the applicable state's statutes.

**EXHIBIT B
ATTACHMENT 03B –
STRUCTURE ACCESS
POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

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21-STATE STRUCTURE ACCESS ATTACHMENT FOR POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

1.0 INTRODUCTION AND SCOPE OF ATTACHMENT

- 1.1 The purpose of this Attachment is to set forth the basic rates, terms, conditions, and procedures under which Attaching Party shall have access to AT&T's Poles, Ducts, Conduits, and Rights-of-Way. AT&T shall provide Attaching Party with nondiscriminatory access to Poles, Ducts, Conduits, or Rights-of-Way owned or controlled solely by AT&T, or in part by AT&T where it has the right to allow such access, as required under the Pole Attachment Act, 47 U.S.C. § 224, or in the case of reverse preemption by a state, the applicable state law or regulations. This Attachment is intended by the parties to implement, rather than abridge or expand, their respective rights and remedies under federal and state law. This Attachment shall only apply in the following states: Alabama, Florida, Georgia, Indiana, Kansas, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin.
- 1.2 As used in this Attachment, "Attaching Party" refers to the CLEC (or WSP, as applicable) that is the Party to the Interconnection Agreement ("Agreement") between the Parties. "AT&T" refers to the AT&T Inc. ILECs only; AT&T Inc. is not itself a party to the Agreement or this Attachment.
- 1.3 Separate tariffs or agreements shall govern Attaching Party's access, if any, to the following facilities which, if allowed, would require special security, technical, and construction arrangements. Access to these facilities is outside the scope of this Attachment:
 - 1.3.1 AT&T's central office vaults, Ducts, and Conduits which serve no purpose other than to provide a means of entry to and exit from AT&T's central offices;
 - 1.3.2 Controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and Ducts and Conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 1.3.3 Ducts and Conduits located within buildings owned by AT&T; and
 - 1.3.4 Ducts, Conduits, equipment rooms, and similar spaces located in space leased by AT&T from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T's network distribution operations.
- 1.4 No Transfer of Property Rights to Attaching Party. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other.
- 1.5 No Effect on AT&T's Right to Abandon, Convey, or Transfer Structure. Nothing contained in this Attachment, or any Occupancy Permit subject to this Attachment, shall in any way affect AT&T's right to abandon, convey, or transfer to any other person or entity AT&T's interest in any of AT&T's Structure. AT&T shall give Attaching Party at least sixty (60) days' written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such Structure is to be conveyed or transferred.
 - 1.5.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to Attaching Party. AT&T shall have the right to grant, renew, and extend rights and privileges to others not Parties to this Attachment, by contract or otherwise, to use any Structure covered by this Attachment and Attaching Party's rights hereunder.

2.0 DEFINITIONS

- 2.1 Definitions in General. As used in this Attachment, the terms defined in this Section shall have the meanings set forth below in Sections 2.2 to 2.19, except as the context otherwise requires.
- 2.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: 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; 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.

- 2.3 Authorized Contractor. As used in this Attachment, the term “Authorized Contractor” is used when referring to any contractor included on a list of contractors provided by AT&T and which, subject to Attaching Party’s direction, control, and the requirements and policies in each state, performs facilities modification, Make-Ready Surveys, or Make-Ready Work which would ordinarily be performed by AT&T, Other User, or persons acting on AT&T’s or Other User’s behalf, respectively. AT&T shall make available, and keep up-to-date, a reasonably sufficient list of contractors, identified by the applicable electric utility, to perform Make-Ready Work above the Communications Space on AT&T’s Poles. Additionally, AT&T shall make available, and keep up-to-date, a reasonably sufficient list of contractors it authorizes to perform Make-Ready Surveys or Make-Ready Work in the Communications Space on its Poles in cases where, in accordance with this Agreement, Attaching Party has elected One-Touch Make-Ready (OTMR) or AT&T and/or Other User(s) failed to meet the associated deadlines specified in Section 8 of this Agreement, with the following exclusions:
- 2.3.1 A person or entity identified as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been listed and is an Authorized Contractor only in those states specified by AT&T on such list.
- 2.3.2 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall identification of an Authorized Contractor within a single state constitute authorization of such Authorized Contractor for any other state.
- 2.4 Communications Space. The term “Communications Space” refers to the space on a Pole below the communications worker safety zone, as defined in the National Electrical Safety Code (NESC), where communications cables or wires may be attached and span from a Pole to an adjacent Pole or nearby structure while observing NESC-defined clearances from the ground.
- 2.5 Complex Make-Ready Work. The term “Complex Make-Ready Work” refers to any Make-Ready Work on AT&T Poles that involves work that would be reasonably likely to cause a service outage including, but not limited to, splicing an existing attachers’ cable facilities, any rearrangement or transfer of wireless carriers’ attachments, any make-ready involving attachments above the Communications Space, or Pole replacement(s).
- 2.6 Conduit. The term “Conduit” refers to tubes or structures, usually underground or on bridges, containing one (1) or more Ducts used to enclose cables, wires, and associated transmission equipment. As used in this Attachment, the term “Conduit” refers only to Conduit structures, including Ducts and space within those structures and does not include: (a) cables and other telecommunications equipment located within Conduit structures; or (b) central office vaults, CEVs, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T’s Conduit.
- 2.7 Conduit System. The term “Conduit System” refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. As used in this Attachment, the term “Conduit System” does not include: (a) cables and other telecommunications equipment located within Conduit structures; or (b) central office vaults, CEVs, and other AT&T structures (such as huts and cabinets) which branch off from or are connected to AT&T’s Conduit.
- 2.8 Duct. The term “Duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Attachment, the term “Duct” includes “innerducts” created by subdividing a Duct into smaller channels, but does not include cables and other telecommunications equipment located within such Ducts.
- 2.9 Handhole. The term “Handhole” refers to a structure similar in function to a Manhole, but which is too small for personnel to enter. As used in this Attachment, the term “Handhole” refers only to Handholes which are part of AT&T’s Conduit System, and does not refer to handholes which provide access to buried cables not housed within AT&T Ducts or Conduits. As used in this Attachment, the term “Handhole” refers only to Handhole structures owned or controlled by AT&T and does not include cables and other telecommunications equipment located within Handhole structures.
- 2.10 Maintenance Duct. The term “Maintenance Duct” generally refers to a full-sized Duct (typically three inches in diameter or larger), and may include an innerduct, for use on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “Maintenance Duct” does not include Ducts and Conduits extending from an AT&T Manhole to customer premises. When only one usable full-sized Duct remains in a Conduit section, that Duct shall be deemed to be the Maintenance Duct. AT&T may elect to reserve an innerduct, in addition to the full-sized Duct, for

restoration purposes, dependent on the specific circumstances in a Conduit run. Such reservations shall be communicated, as necessary, when responding to Applications for access.

- 2.11 Make-Ready Survey. The term “Make-Ready Survey,” also known as “Review on Merits” for the Non-OTMR process, refers to the engineering review by AT&T or, when applicable, an Authorized Contractor of each submitted Application. The review includes, but is not limited to, field review, records review, and validation against the standards referenced in Section 6.2.
- 2.12 Make-Ready Work. The term “Make-Ready Work” refers to all work performed, or to be performed, to prepare AT&T’s Structure and any existing related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.13 Manhole. The term “Manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in Ducts or Conduits which are parts of AT&T’s Conduit System. As used in this Attachment, the term “Manhole” does not include cables and other telecommunications equipment located within Manhole structures.
- 2.14 Non-OTMR. The term “Non-OTMR” describes the Application process utilized when an Attaching Party Application involves any Complex Make-Ready Work, or Attaching Party does not elect, though entitled under the terms of this Agreement and specific circumstances for an Application, to follow the OTMR Application process.
- 2.15 Occupancy Permit. The term “Occupancy Permit” refers to a written instrument granting Attaching Party, or Other User, permission to install its facilities on AT&T Structure in accordance with the AT&T-approved design. With very few exceptions, all of which will be based on AT&T’s approval for such exceptions, the Occupancy Permit shall be contingent on the completion of all Make-Ready Work identified in the design approved during the Make-Ready Survey, also known as Review on Merits, phase.
- 2.16 Other User. The term “Other User” refers to an entity, other than Attaching Party, with facilities on or in AT&T Structure to which Attaching Party has obtained access. Other Users may include, but are not limited to, other attaching parties, municipalities or other governmental entities, and electric utilities.
- 2.17 OTMR. The term “OTMR” refers to One-Touch Make-Ready, the Application process chosen by Attaching Party, at its discretion, when **only** Simple Make-Ready Work, and **no** Complex Make-Ready Work, is required for a particular Application, and an Authorized Contractor selected by Attaching Party performs all the Make-Ready Work.
- 2.18 Overlashing. The term “Overlashing” refers to the practice of placing an additional communications cable by lashing such cable with spinning wire over an existing cable and strand on Poles.
- 2.19 Pole. The term “Pole” refers to poles which are owned or controlled by AT&T and does not include cables and other telecommunications equipment attached to Pole structures.
- 2.20 Right(s)-of-Way. The term “Right(s)-of-Way” refers to a party’s legal rights to pass over or through property owned by another party. For purposes of this Attachment, “Right(s)-of-Way” includes property owned or controlled by AT&T and used by AT&T for its telecommunications distribution facilities. Rights(s)-of-Way (ROW) do not include:
 - 2.20.1 cables and other telecommunications equipment buried or located on such ROW;
 - 2.20.2 public ROW (which are owned by and subject to the control of governmental entities); or
 - 2.20.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T with permission from such owner rather than as a matter of legal right.
- 2.21 Routine Inspections. The term “Routine Inspections” refers to inspections that are planned and scheduled by AT&T, for the purpose of inspecting the facilities of Attaching Party and others, including AT&T, on AT&T Structure.
- 2.22 Simple Make-Ready Work. The term “Simple Make-Ready Work” refers to Make-Ready Work on AT&T’s Poles that does not fit the definition of Complex Make-Ready Work and does not involve Pole replacement(s).
- 2.23 Spot Inspections. The term “Spot Inspections” refers to spontaneous inspections done by AT&T, which may be initiated at AT&T’s discretion, for the purpose of ensuring safety and compliance with AT&T standards on specific Structure.
- 2.24 Structure. The term “Structure” refers collectively to Poles, Ducts, Conduits, and ROW.

3.0 GENERAL PROVISIONS

- 3.1 Attachment. This Attachment is subject to the terms and conditions of the Parties’ underlying Interconnection Agreement (“Agreement”). If there is an irreconcilable conflict between the General Terms and Conditions of the

Parties' Agreement or its appendices and attachments and this Attachment, the terms and conditions expressly set forth in this Attachment shall control Attaching Party's access to AT&T's Structure.

- 3.2 Prior Agreements Superseded. This Attachment supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T relating to the placement and maintenance of Attaching Party's facilities on and within AT&T's Structure within the applicable state(s).
- 3.3 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective Pole and Conduit Occupancy Permits granted to Attaching Party shall, on the Effective Date of this Attachment, be subject to the rates, terms, conditions, and procedures set forth in this Attachment.
- 3.4 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractor(s) or contractor(s) it selects. Subject to state-specific requirements, Authorized Contractors must be utilized to perform any of the following tasks within a specified AT&T construction district, as applicable:
- 3.4.1 installation of those sections of Attaching Party's Conduits, Ducts, or innerducts, which connect to AT&T's Conduit System;
 - 3.4.2 the engineering analysis required for the Make-Ready Survey when Attaching Party performs a Make-Ready Survey as permitted under Sections 8.5 or 8.12;
 - 3.4.3 excavation work in connection with the removal of retired or inactive (dead) cables; or
 - 3.4.4 Make-Ready Work, when Attaching Party performs the Make-Ready Work as permitted under Sections 8.9 or 8.12.
- 3.5 Worker Safety. Attaching Party shall be responsible for ensuring that any employee of Attaching Party, or contractor working on Attaching Party's behalf, has received the training necessary to safely perform any assigned work on, in, or near any AT&T Structure. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over work practices, including, but not limited to, Occupational Safety and Health Administration (OSHA).

4.0 CONFIDENTIALITY OF INFORMATION

Except as otherwise provided below, Confidentiality of Information shall be governed by the GT&Cs of the Agreement.

- 4.1 Information Provided by Attaching Party to AT&T and by AT&T to Attaching Party. Except as otherwise specifically provided in this Attachment, all company-specific and customer-specific information submitted by Attaching Party (Disclosing Party) to AT&T (Receiving Party) and by AT&T (Disclosing Party) to Attaching Party (Receiving Party) in connection with this Attachment (including, but not limited to, information submitted in connection with Attaching Party's Applications for Occupancy Permit and AT&T's responses) shall be deemed to be "confidential" or "proprietary" information of Disclosing Party and shall be subject to the terms set forth in this Section. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for review of records or its inquiry about AT&T facilities and AT&T's responses. This Section does not limit the use by AT&T of aggregate information relating to the occupancy and use of AT&T's Structure by firms other than AT&T (that is, information submitted by Attaching Party and aggregated by AT&T in a manner that does not directly or indirectly identify Attaching Party).
- 4.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T in connection with this Attachment shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 4.3-4.6.
- 4.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 4.1 and 4.2 above, AT&T, and persons acting on AT&T's behalf, may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 4.3.1 posting information, as necessary, to AT&T's outside plant records;

- 4.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T's Structure and any AT&T facilities located on, within, or in the vicinity of such Structure;
- 4.3.3 performing AT&T's obligations under this Attachment and similar agreements with third parties;
- 4.3.4 determining which of AT&T's Structure are (or may in the future be) available for AT&T's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T's Structure;
- 4.3.5 preparing cost studies;
- 4.3.6 responding to regulatory requests for information;
- 4.3.7 maintaining AT&T's financial accounting records; and
- 4.3.8 complying with other legal requirements relating to Structure.

4.4 Defense of Claims. In the event of a dispute between AT&T and any person or entity, including Attaching Party, concerning AT&T's performance of this Attachment, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T may utilize confidential or proprietary information submitted by Attaching Party in connection with this Attachment as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:

- 4.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
- 4.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
- 4.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this Section shall be construed as precluding AT&T from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T's option:

- 4.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
- 4.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
- 4.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

4.6 Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Section by the Receiving Party and that the Disclosing Party shall be entitled to specific performance as a remedy for any such breach, including, but not limited to injunctive relief. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

5.0 ACCESS TO RIGHTS-OF-WAY

5.1 To the extent AT&T has the authority to do so, AT&T grants Attaching Party a right to use any ROW for AT&T Poles, Ducts, or Conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating, and maintaining such Attaching Party's facilities on AT&T's Poles, Ducts, or Conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, ROW, license, permit, permission, certification, or franchise to construct, operate, and/or maintain its facilities on private and public property at the location of the AT&T Pole, Duct, or Conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, ROW, license,

permit, permission, certification, or franchise within thirty (30) days of request by AT&T. AT&T does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 5.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither Party shall restrict or interfere with the other Party's access to or right to occupy property, owned by third parties, which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive ROW. Each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 5.3 Access to Rights-of-Way Generally. At locations where AT&T has access to third-party property pursuant to non-exclusive ROW, AT&T shall not interfere with Attaching Party's negotiations with third-party property owners for similar access; nor with Attaching Party's access to such property pursuant to easements or other ROW obtained by Attaching Party from the property owner. At locations where AT&T has obtained exclusive ROW from third-party property owners or otherwise controls the ROW, AT&T shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T to provide such access, and provided further that if AT&T has available space that it shares with Attaching Party in such ROW or easements (e.g., for cabinets placed on or underground), AT&T shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T to obtain such ROW or easements, plus any other documented legal, administrative, and engineering costs incurred by AT&T in obtaining such ROW or easements and processing Attaching Party's requests for such access.
- 5.4 Third-Party Property Owners. Occupancy Permits granted under this Attachment authorize Attaching Party to place facilities in, or attach facilities to, Structure owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.
- 5.4.1 Attaching Party agrees that neither Attaching Party nor any persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's Structure, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Attaching Party's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Attaching Party's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 5.5 No Effect on Either Party's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with either Party's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or Occupancy Permits issued hereunder or by the applicable laws, rules, or regulations:
- 5.5.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within, or attached to, AT&T's Structure at any time and in any reasonable manner which it deems appropriate to serve its end users, avail itself of new business opportunities, or otherwise meet its business needs; or
- 5.5.2 For AT&T to enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in AT&T's Structure; provided, however, that any relocations, moves, replacements, modifications, maintenance, and operations or new attachments or arrangements shall not substantially interfere with Attaching Party's attachment authorized by Occupancy Permits issued pursuant to this Attachment.
- 5.6 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any Occupancy Permit issued hereunder shall not be construed as authorizing either Party to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any Occupancy Permit issued hereunder or by applicable laws, rules, or regulations.
- 5.7 Attaching Party acknowledges that the facilities of persons or entities other than AT&T and Attaching Party may be attached to or occupy AT&T's Structure.
- 5.8 With respect to the Structure occupied by Attaching Party or the subject of an Application for attachment by Attaching Party, AT&T will give to Attaching Party sixty (60) calendar days' written notice for Conduit extensions or

reinforcements, Pole line extensions, Pole replacements, or of AT&T's intention not to maintain or use any existing Pole(s) or Conduit.

- 5.9 Where AT&T elects to abandon Structure on or within which other entities have facilities, the affected Structure will be offered to existing occupants on a first-in, first-right-to-maintain basis. The first existing occupant electing to exercise this option will be required to execute the appropriate agreement with AT&T to purchase and transfer ownership from AT&T to that existing occupant, subject to then-existing Occupancy Permits of Other User(s) pertaining to such Structure. If none of the existing occupants elects to maintain such Structure, all occupants will be required to remove their existing facilities within ninety (90) calendar days of written notice from AT&T.
- 5.10 If an emergency or provisions of an applicable joint use agreement require AT&T to construct, reconstruct, expand, or replace Poles, Conduits, or Ducts owned or controlled by AT&T and either occupied by Attaching Party or the subject of an Application for attachment by Attaching Party, AT&T will notify Attaching Party as soon as reasonably practicable of such proposed construction, reconstruction, expansion, or replacement to enable Attaching Party, if it so desires, to request that a Pole, Conduit, or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Attaching Party.

6.0 SPECIFICATIONS

- 6.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T's Poles or occupying space in AT&T's Ducts, Conduits, and ROW shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified or referenced in this Attachment.
- 6.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
- 6.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-1421, published by Bell Communications Research, Inc. (Bellcore) or its successors, and sometimes referred to as the "Blue Book";
 - 6.2.2 the NESC, published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE);
 - 6.2.3 the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA);
 - 6.2.4 the AT&T Structure Access Guidelines.
- 6.3 Requirements Relating to Personnel and Construction Procedures Generally:
- 6.3.1 Duct clearing, rodding, or modifications required to grant Attaching Party access to AT&T's Conduit System may be performed by AT&T at Attaching Party's expense at charges which represent AT&T's actual costs. Alternatively (at Attaching Party's option), such work may be performed by an Authorized Contractor. The Parties acknowledge that Attaching Party, its contractors, and other persons acting on Attaching Party's behalf, will perform work for Attaching Party within AT&T's Conduit System. Attaching Party represents and warrants that neither Attaching Party nor any person acting on Attaching Party's behalf shall permit any person to climb or work on any of AT&T's Poles, or to enter AT&T's Manholes, or work within AT&T's Conduit System, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles or the Conduit System and to perform the work safely.
 - 6.3.2 Rodding or clearing of Ducts in AT&T's Conduit System shall be done only when specific authorization for such work has been obtained in advance from AT&T. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Attaching Party may contract with AT&T for performance of such work or, at Attaching Party's option, with an Authorized Contractor.
 - 6.3.3 Personnel performing work on AT&T's or Attaching Party's behalf in AT&T's Conduit System shall not climb on, step on, or otherwise disturb the other Party's or any Other User's cables, air pipes, equipment, or other facilities located in any Manhole or other part of AT&T's Conduit System.
 - 6.3.4 All of Attaching Party's facilities shall be firmly secured and supported in accordance with industry standards as referred to in Section 6.2 above.
 - 6.3.5 Artificial lighting, when required, will be provided by Attaching Party. Only explosion-proof lighting fixtures shall be used.

6.3.6 Upon request and at Attaching Party's expense, AT&T shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its Structure and facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Attaching Party the right to remove such cables. Notwithstanding anything to the contrary in this Attachment or in any other agreement, based on sound engineering judgment and at AT&T's sole discretion, there may be situations where it would neither be feasible nor practical to remove retired cables, in which case they shall not be removed.

6.4 Additional Electrical Design Specifications. Attaching Party agrees that, in addition to specifications and requirements referred to in Section 6.2 above, Attaching Party's facilities placed in AT&T's Conduit System shall meet all of the following electrical design specifications:

6.4.1 No facility shall be placed in AT&T's Conduit System in violation of Federal Communications Commission (FCC) regulations.

6.4.2 Attaching Party's facilities carrying more than fifty (50) volts AC root mean square (rms) to ground or one hundred thirty-five (135) volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

6.4.3 No coaxial cable of Attaching Party shall occupy a Conduit System containing AT&T's cable unless such cable meets the voltage limitations of Article 820 of the NEC.

6.4.4 Attaching Party's coaxial cable may carry continuous DC voltages up to one thousand eight hundred (1800) volts to ground where the conductor current will not exceed one-half (1/2) ampere and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed two hundred (200) microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

6.4.5 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

6.5 Additional Physical Design Specifications. Attaching Party's facilities placed in AT&T's Conduit System must meet all of the following physical design specifications:

6.5.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T's Conduit or Ducts.

6.5.2 The integrity of AT&T's Conduit System and overall safety of AT&T's personnel and other personnel working in AT&T's Conduit System requires that dielectric cable be placed when Attaching Party's cable utilizes an alternative Duct or route that is shared in the same trench by any current-carrying facility of a power utility.

6.5.3 New construction splices in Attaching Party's fiber optic and twisted pair cables may be located in AT&T's Manholes or Handholes only when, in AT&T's sole judgment: (a) there is sufficient space available; and (b) placing splice cases outside of AT&T's Manholes or Handholes is unreasonable in light of the cost and feasibility. In those cases, AT&T may, in its sole discretion, permit Attaching Party to place new construction splices in AT&T's Conduit System at a location to be determined by AT&T. In no event are any splice points allowed in AT&T's Conduit or Ducts.

6.5.4 Attaching Party will be permitted to connect its Conduit or Duct only at an AT&T Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Attaching Party facilities will be performed by Attaching Party, or its contractor, at Attaching Party's expense. In no event shall Attaching Party, or its contractor, "core bore" or make any other modification to AT&T Manhole(s) without the prior written approval of AT&T.

6.5.5 If Attaching Party constructs or utilizes a Duct connected to AT&T's Manhole, the Duct and all connections between that Duct and AT&T's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's Conduit System. If Attaching Party's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's Conduit System.

6.6 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T's Manholes and access to AT&T's Conduit System. The opening of AT&T's Manholes shall only be permitted after notification by

Attaching Party, and the subsequent approval by AT&T's authorized employee or agent, which approval shall not be unreasonably delayed or withheld.

6.6.1 Attaching Party will notify AT&T not less than five (5) business days in advance before entering AT&T's Conduit System to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the Parties. The notice shall state the general nature of the work to be performed.

6.6.2 An authorized employee or representative of AT&T may be present any time when Attaching Party, or personnel acting on Attaching Party's behalf, enter or perform work within AT&T's Conduit System. Attaching Party must notify AT&T when Attaching Party has completed such work in the Conduit System. If AT&T is not available when Attaching Party notifies AT&T of completion of the facility installation in AT&T's Conduit System, then AT&T may perform a post-construction inspection as described in Section 15.1. Attaching Party shall reimburse AT&T for costs associated with the presence of AT&T's authorized employee or representative.

6.6.3 Each Party, when desiring to enter Manholes, must obtain any necessary authorization from the appropriate authorities prior to opening Manholes. Additionally, each Party is responsible, as the Party desiring entry, to comply with all applicable laws, regulations, and safety requirements including, but not limited to, traffic control, warning devices, and Manhole purging and venting.

6.7 Compliance with Environmental Laws and Regulations. AT&T makes no representations to Attaching Party, or personnel performing work on Attaching Party's behalf, that AT&T's Structure, or any specific portions thereof, will be free from environmental contaminants at any particular time. Attaching Party agrees to establish appropriate procedures and controls to assure compliance with all applicable environmental laws and regulations including, but not limited to:

6.7.1 Attaching Party acknowledges that some of AT&T's Conduit was fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Attaching Party will presume that all Conduits not fabricated of plastic, tile, or wood are asbestos-containing and will handle pursuant to all applicable regulations relating to worker safety and protection of the environment.

6.7.2 Attaching Party's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq*), the Toxic Substance Control Act (15 U.S.C. §§ 2601 *et seq*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq*), and the Safe Drinking Water Act (42 U.S.C. §§ 300f- 300j).

6.7.3 All persons acting on Attaching Party's behalf, including but not limited to Attaching Party's employees, agents, contractors, and subcontractors, shall, when working on, within, or in the vicinity of AT&T's Structure, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.7.4 Neither Attaching Party nor personnel performing work on Attaching Party's behalf shall discharge water or any other substance from any AT&T Manhole or other part of the Conduit System onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with industry standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on AT&T premises for storage or disposal.

6.8 Compliance with Other Governmental Requirements. Attaching Party agrees that its facilities attached to AT&T's Structure shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Attaching Party shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation. Attaching Party shall establish appropriate procedures and controls to assure such compliance by all persons acting on Attaching Party's behalf, including but not limited to, Attaching Party's employees, agents, contractors, and subcontractors.

- 6.9 Identification of Personnel Authorized to Have Access to Attaching Party's Facilities. All personnel authorized to have access to Attaching Party's facilities shall, while working on or in AT&T Structure or in the vicinity of AT&T Structure, carry with them suitable identification and produce such identification upon the request of any AT&T employee or person acting on AT&T's behalf.

7.0 ACCESS TO RECORDS

- 7.1 AT&T will, upon request and at the expense of Attaching Party, provide Attaching Party electronic copies, either via e-mail or in person, of redacted records relating to the location of AT&T's Structure regarding a specific Attaching Party service need, i.e. start location to end location (A to Z) or a five hundred (500) foot radius from a specific address. Upon request, AT&T will meet with Attaching Party to clarify matters relating to records or additional information, such as capacity or utilization. AT&T does not warrant the accuracy or completeness of information on any maps or records.
- 7.2 Records and information are and remain the proprietary property of AT&T, are provided for Attaching Party's review solely for enabling Attaching Party to obtain access to AT&T's Structure, and may not be resold, reproduced, or disseminated by Attaching Party.
- 7.3 AT&T may provide for viewing only, if available, information currently on AT&T's records regarding:
- 7.3.1 the street addresses for Manholes and Poles, as shown on AT&T's records;
 - 7.3.2 the footage between Manholes or lateral Ducts' lengths, as shown on AT&T's records;
 - 7.3.3 the footage between Poles, if shown on AT&T's records;
 - 7.3.4 the total capacity of the Structure, as available on AT&T's records; and/or
 - 7.3.5 the existing utilization of the Structure, as depicted on AT&T's records.
- 7.4 AT&T will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T.
- 7.5 Charges associated with record preparation, viewing, and assistance will be on a time, including all applicable overheads, and material basis. The charges estimated by AT&T shall be payable prior to Attaching Party receiving the records. If such records review is not in conjunction with a specific Application, subsequent to Attaching Party viewing records, AT&T shall true up the estimate, as compared to actual costs, and issue either a refund or additional invoice to Attaching Party.

8.0 APPLICATIONS, SURVEYS, ESTIMATES, AND MAKE-READY

- 8.1 Occupancy Permits Required. Attaching Party shall apply in writing for, and receive, an Occupancy Permit before attaching facilities to specified AT&T Poles or placing facilities within specified AT&T Ducts, Conduits, or ROW.
- 8.2 Structure Access Request Form (Application). To apply for an Occupancy Permit under this Attachment, Attaching Party shall submit to AT&T the appropriate AT&T Application with prepayment of any estimated expenses, as identified on the Application. Additionally, Attaching Party shall provide required information, as listed on the Application form, so that AT&T can perform the Make-Ready Survey. Attaching Party shall promptly withdraw its Application if, at any time, it has determined that it no longer seeks access to specific AT&T Structure, though Attaching Party shall still be responsible for all expenses incurred by AT&T relative to the withdrawn Application.
- 8.2.1 AT&T shall review each Application for completeness within ten (10) business days. An Application shall be deemed complete if AT&T fails to respond to Attaching Party within such period with a list of omission(s) causing it to be incomplete.
 - 8.2.2 Upon resubmission of any Application previously rejected as incomplete, AT&T shall complete its review of the deemed incomplete portion of the Application within five (5) business days. Such resubmitted Application shall be deemed complete if AT&T fails to respond as to the still unresolved omission(s) within such timeframe.
 - 8.2.3 The resubmission procedure may continue as long as Attaching Party makes a bona fide attempt to resolve the omission(s) on each resubmission.
- 8.3 Cooperation in the Application Process. The orderly processing of Applications submitted by Attaching Party and other parties seeking access to AT&T's Structure requires good faith cooperation and coordination between AT&T's

personnel and personnel acting on behalf of Attaching Party and other parties seeking access. The Parties therefore agree to the following procedures which shall remain in effect during the term of this Attachment unless earlier modified by mutual agreement of the Parties.

- 8.3.1 Before submitting a formal written Application for access to AT&T's Structure, Attaching Party shall make a good faith determination that it actually plans to attach facilities to, or place facilities within, the Poles, Ducts, Conduits, or ROW specified in the Application. Applications shall not be submitted for the purpose of holding or reserving space which Attaching Party does not plan to use, or for the purpose of precluding AT&T or any other eligible entity from using such AT&T Structure.
- 8.3.2 No more than twenty (20) Manholes shall be the subject of any single Conduit Occupancy Permit Application. Although timelines for Estimates and Make-Ready Work in this Section 8 shall not apply to Conduit access requests, AT&T shall endeavor to process all Conduit occupancy requests, including any associated Make-Ready Work, as quickly as practical.
- 8.3.3 Each Application shall designate an employee as Attaching Party's single point of contact for any and all purposes of that Application under this Section, including, but not limited to, processing Occupancy Permits and providing records and information. Attaching Party may at any time designate a new point of contact by giving written notice of such change while the Application is open.
- 8.3.4 All Applications, including those submitted by third parties, will be processed on a first-come, first-served basis.
- 8.3.5 When Attaching Party has multiple Applications on file with AT&T, Attaching Party may identify specific Application(s) to be prioritized. However, prioritizing any Application(s) will result in the tolling of the clock for all Applications submitted prior to the prioritized Application(s). Upon completion of the prioritized Application's Survey and/or Make-Ready Work, the timeline will resume for the Applications submitted prior to the prioritized Application(s).
- 8.3.6 If Attaching Party desires to modify an Application after AT&T has acknowledged it as complete, such Application must be cancelled, and Attaching Party must submit a new updated Application. The new Application will consequently fall in line, as referenced in Section 8.3.4 above, based on the acknowledgement date of the new complete Application.
- 8.4 Non-OTMR Make-Ready Survey, also known as Review on Merits (Non-OTMR Survey). Upon receipt of a complete Non-OTMR or Conduit Occupancy Application, as described in Section 8.2 above and defined on the corresponding Application form, AT&T shall schedule the Non-OTMR Survey and provide notification to Attaching Party & any Other Users at least three (3) business days prior to such scheduled date. AT&T shall provide a response, the Non-OTMR Survey results, to Attaching Party within forty-five (45) days of receipt of a complete Application. In the case of large requests, as defined in Section 8.10.2, AT&T shall respond within sixty (60) days.
- 8.5 OTMR Review on Merits. For OTMR Applications, the Make-Ready Survey shall have been performed in accordance with 47 C.F.R. §1.411(j)(3), and the required documentation, as identified on the OTMR Application, shall be included with the Application submission. Complete OTMR Applications, as described in Section 8.2 above, shall be reviewed by AT&T within fifteen (15) days of receipt. In the case of large requests, as defined in Section 8.10.2, AT&T shall respond within thirty (30) days.
- 8.6 The primary purposes of the Non-OTMR Survey or OTMR Review on Merits will be to enable AT&T to:
 - 8.6.1 determine whether and where attachment is feasible based on capacity, safety, reliability, and generally applicable engineering purposes;
 - 8.6.2 confirm or determine the modifications, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T Structure;
 - 8.6.3 plan and engineer the facilities modification, capacity expansion (*i.e.*, taller or stronger Pole), and Make-Ready Work, if any, required to prepare AT&T's Structure, and associated facilities for Attaching Party's proposed attachments or occupancy;
 - 8.6.4 if applicable, identify the owner of the Pole; and
 - 8.6.5 as applicable, either respond to Attaching Party within the required timeframe with the preceding information or approve the Authorized Contractor's determinations for OTMR.

- 8.7 Selection of Space. AT&T will select, or approve Attaching Party's selection of, the space Attaching Party will occupy on AT&T's Poles or in AT&T's Conduit Systems. Such an assignment or approval by AT&T, which includes any modifications to Attaching Party's design by AT&T, shall constitute an approval of the associated Application. Maintenance Ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Attachment. Where required by law or franchise agreement, Ducts and attachment space on Poles reserved for municipal use shall not be considered available for Attaching Party's use. All other Ducts, innerducts, space on Poles or space in ROW, which are not assigned or occupied, shall be deemed available for use by AT&T, Attaching Party, and other parties entitled to access under applicable law or executed agreements with AT&T.
- 8.7.1 AT&T will assign the approved Pole, Duct, or Conduit space to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
- 8.7.2 If Attaching Party does not occupy the assigned space within the twelve (12) month period, the assignment will lapse and the space will be considered available for use by AT&T or Other User. Prior to the expiration of the twelve (12) month period, Attaching Party may submit a request for an extension of time based on a thorough explanation of delays outside Attaching Party's control. AT&T shall carefully consider the circumstances of any specific request and will not unreasonably withhold or deny an extension.
- 8.7.3 AT&T may assign space to itself by making appropriate entries in the same records used to log space assignments to Attaching Party and Other Users. If AT&T assigns Pole, Duct, or Conduit space to itself, such assignment will automatically lapse twelve (12) months after the date the assignment has been entered into the appropriate AT&T record, if AT&T has not occupied such assigned space within such twelve (12) month period. Prior to the expiration of the twelve (12) month period, AT&T may apply an extension when delays outside of its control preclude its ability to occupy the assigned space within such timeframe.
- 8.7.4 Attaching Party's obligation to pay Pole attachment or Conduit occupancy fees will commence on the date the space assignment is made by AT&T to Attaching Party.
- 8.8 Non-OTMR Estimate and Acceptance of Estimate. AT&T shall present to Attaching Party, no more than fourteen (14) days after providing the response required by Section 8.4, an estimate of charges directly associated with performing all necessary Make-Ready Work identified during the Non-OTMR Survey and involving AT&T-owned facilities (i.e. Pole replacements and subsequent transfer of AT&T-owned cable or AT&T cable rearrangements). AT&T shall send notice, described below in Section 8.8.1, to Other Users to request those parties' estimates of charges for their respective Make-Ready Work. Subsequently, AT&T will share with Attaching Party all estimates it received from Other Users. This shall not preclude Attaching Party from contacting Other Users in an effort to facilitate the provision of estimates by those Other Users to Attaching Party directly. In situations where Attaching Party utilizes an Authorized Contractor to perform the Non-OTMR Survey, and AT&T elects to use such Non-OTMR Survey results, AT&T will provide this estimate no more than fourteen (14) days after AT&T has received such Non-OMTR Survey result.
- 8.8.1 This notice to Other Users shall provide the AT&T-approved design for Attaching Party's attachment and establish a deadline of fourteen (14) days from receipt to respond. Attaching Party shall be copied on these notices for the purpose of facilitating direct discussions between Attaching Party and Other Users.
- 8.8.2 Attaching Party shall be responsible for negotiating methods and timing of payments to Other Users by Attaching Party, as identified in Section 8.9.4.
- 8.8.3 AT&T may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning fourteen (14) days after presentation of the estimate to Attaching Party. If Attaching Party does not pay estimate of charges within forty-five (45) calendar days after its presentation, AT&T reserves the right to cancel the Application.
- 8.8.4 Attaching Party may accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.
- 8.8.5 Non-OTMR Survey Billing - no Make-Ready Work or OTMR Review on Merits Billing. Immediately following completion of the Non-OTMR Survey or OTMR Review on Merits, AT&T shall true up the billing for costs associated with an Application by comparing estimated to actual costs, and issue either an invoice for the additional costs or refund for the overpayment. For Non-OTMR with no Make-Ready Work, AT&T shall issue the associated Occupancy Permit upon completion of the Non-OTMR Survey. For OTMR, AT&T shall issue

the associated Occupancy Permit contingent on all identified Make-Ready Work being completed prior to occupancy.

8.8.6 Non-OTMR Survey Billing with Make-Ready Work. The true-up of estimated to actual Non-OTMR Survey costs shall occur upon completion of Make-Ready Work by AT&T and shall be incorporated with the true-up of estimated to actual Make-Ready Work costs.

8.9 Make-Ready Work. For Non-OTMR, upon receipt of payment(s) specified in Section 8.8, AT&T shall notify immediately and in writing Attaching Party and all known Other Users that may be affected by the Make-Ready Work required for Attaching Party's attachment(s). For OTMR, Attaching Party shall provide notice to AT&T and affected Other Users at least fifteen (15) days prior to performing the Make-Ready Work. For Non-OTMR self-help remedy Make-Ready Work, as described below in Section 8.12, Attaching Party shall provide at least five (5) days' notice to AT&T and affected Other Users.

8.9.1 For Non-OTMR, the notice from AT&T shall:

8.9.1.1 Specify the location and type of Make-Ready Work to be performed;

8.9.1.2 For Pole attachments in the communications space, set a date for completion of Make-Ready Work no later than thirty (30) days after notification is sent (or seventy-five (75) days in the case of larger orders as specified in Section 8.10.2);

8.9.1.3 For Pole attachments above the communications space, set a date for completion of Make-Ready Work no later than ninety (90) days after notification is sent [or one hundred thirty-five (135) days in the case of larger orders as specified in Section 8.10.2];

8.9.1.4 State that any entity with an existing attachment may modify the attachment consistent with the specified Make-Ready Work before the date set for completion;

8.9.1.5 For Pole attachments, state that if Make-Ready Work is not completed by the completion date set by AT&T, Attaching Party may utilize an Authorized Contractor to complete the specified Make-Ready Work pursuant to 47 C.F.R. §1.1411(i)(2), with the exception of any Pole replacement itself;

8.9.1.6 For Conduit and Ducts, set a date for completion of Make-Ready Work based upon the amount and complexity of work required; and

8.9.1.7 State the name, telephone number, and e-mail address of a person to contact for more information about the Make-Ready Work procedure.

8.9.2 The notice from Attaching Party for either Non-OTMR self-help remedy or OTMR, as applicable, shall, at a minimum:

8.9.2.1 Specify the date/time, location, and type of Make-Ready Work to be performed;

8.9.2.2 State the name of the Authorized Contractor performing the Make-Ready Work; and

8.9.2.3 Provide AT&T and affected Other Users an opportunity to be present, at their own expense, to observe the Make-Ready Work.

8.9.3 OTMR or Self-Help Remedy for Non-OTMR Make-Ready Work. Make-Ready Work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T's specifications and in accordance with the same standards and practices followed by AT&T or AT&T's contractors, and, if applicable, Other User's standards and practices. Any proposed deviations from the Make-Ready Work design provided by AT&T must be approved and authorized in writing by AT&T prior to implementation. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T's Structure or interferes with any existing use of AT&T's facilities or the facilities of any Other User.

8.9.3.1 If Attaching Party discovers, upon commencement of Make-Ready Work, that Complex Make-Ready Work will be required, all Make-Ready Work must stop, and Attaching Party shall immediately notify AT&T.

- 8.9.3.2 If Make-Ready Work is completed by Attaching Party or its Authorized Contractor, Attaching Party shall notify AT&T and affected Other Users within fifteen (15) days of completion. Inspection by AT&T or Other Users and any nonconformances subsequently identified shall be subject to the requirements listed in 47 C.F.R. §1.1411(i)(2)(iii) or 47 C.F.R. §1.411(j)(5), as applicable.
- 8.9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. While AT&T shall be responsible for notifying Other Users pursuant to this Section, Attaching Party shall make arrangements with Other Users regarding reimbursement for any expenses incurred by Other Users in transferring or rearranging Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T's Structure.
- 8.9.5 Non-OTMR- True-Up of Estimated to Actual Costs for AT&T Facility Make-Ready Work. Upon completion of Make-Ready Work or notice from Attaching Party pursuant to Section 8.9.3.1, AT&T shall true up AT&T's estimated costs for the associated Application with the actual costs incurred by AT&T and issue either an invoice for the additional costs or refund for the overpayment. Attaching Party shall be responsible for negotiating actual cost billing, if desirable, with Other Users.
- 8.10 Timelines. The following timelines shall apply:
- 8.10.1 AT&T shall apply the timeline described in Sections 8.4, 8.5, 8.8, and 8.9 to all Attaching Party Applications for Pole attachment when the sum of Poles, on the current Application and those received from Attaching Party during the preceding thirty (30) days, does not exceed the lesser of three hundred (300) Poles or one-half (0.5) percent of AT&T's Poles in the applicable state.
- 8.10.2 AT&T may add fifteen (15) days to the Survey period described in Section 8.4 for all Applications from Attaching Party when the sum of Poles on Attaching Party Applications, current and received within the preceding thirty (30) days, exceeds the limits described in Section 8.10.1 but is smaller than the lesser of three thousand (3,000) Poles or five (5) percent of AT&T's Poles in the applicable state. Furthermore, under these circumstances, AT&T may add forty-five (45) days to the Make-Ready Work period described in Section 8.7.
- 8.10.3 AT&T shall negotiate in good faith the timing when the sum of Poles on Attaching Party Applications, including the current Application and those received during the preceding thirty (30) days, for Pole attachment exceed the lesser of three thousand (3,000) Poles or five (5) percent of AT&T's Poles in the applicable state.
- 8.11 Deviation by AT&T. AT&T may deviate from the time limits specified in this Section 8:
- 8.11.1 Before offering an estimate of charges on a Non-OTMR Application, if the Parties have no agreement specifying the rates, terms, and conditions of attachment.
- 8.11.2 Before issuing an Occupancy Permit associated with an OTMR Application, if the Parties have no Agreement specifying the rates, terms, and conditions of attachment.
- 8.11.3 During performance of Make-Ready Work for good and sufficient cause that renders it infeasible for AT&T to complete the Make-Ready Work within the prescribed timeframe. If so, AT&T shall immediately notify, in writing, Attaching Party and affected Other Users with existing attachments on the affected Poles, and shall include the reason for and date and duration of the deviation. AT&T shall deviate from the time limits specified in this Section 8 for a period no longer than necessary and shall resume Make-Ready Work performance without discrimination when it returns to routine operations.
- 8.12 Deviation by Attaching Party – Self-Help Remedies. Allowable deviations by Attaching Party in accordance with 47 C.F.R. §1.1411(i) and with respect to this Section 8:
- 8.12.1 If AT&T fails to respond as specified in Section 8.4, Attaching Party may hire an Authorized Contractor to complete the Non-OTMR Survey. Attaching Party shall provide AT&T the results of the Non-OTMR Survey in order for AT&T to assign the space to Attaching Party and provide a Non-OTMR estimate.
- 8.12.2 When Make-Ready Work is not completed by the date specified under Section 8.9.1.2 or 8.9.1.3 notice, and is not excluded from the Authorized Contractor process under Section 2.3.1, Attaching Party may hire an Authorized Contractor to complete such Make-Ready Work.

- 8.12.3 When Make-Ready Work is not completed by the date specified under Section 8.9.1.2 notice, and is excluded from the Authorized Contractor process under Section 2.3.1, AT&T and Attaching Party will work together to reach an equitable solution for both Parties.
- 8.12.4 If Attaching Party hires an Authorized Contractor for purposes specified in this Section, it shall choose from among AT&T's published list of Authorized Contractors or provide the name of a contractor, which Attaching Party certifies to AT&T by submitting the Authorized Contractor Proposal Form, available at AT&T's CLEC Online website, subject to AT&T's right to withhold consent. Proposed contractors shall be submitted, as applicable, at least: (a) three (3) business days in advance of performing the Make-Ready Survey; or (b) fifteen (15) days in advance of sending the Make-Ready Work notice.

- 8.13 Occupancy Permit and Attachment. After all required Make-Ready Work is completed and, as required under Section 8.9.3.1, notification by Attaching Party, AT&T will issue an Occupancy Permit confirming that Attaching Party may attach specified facilities to AT&T's Structure. Alternatively, in the absence of any Make-Ready Work requirements, the Occupancy Permit shall be issued upon approval of the Application, which is coincident with completion of the Non-OTMR Survey.
- 8.14 Except as expressly stated to the contrary in individual Occupancy Permits issued hereunder, each Occupancy Permit issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment, whether or not such terms or conditions are expressly incorporated by reference on the face of the Occupancy Permit itself.

9.0 ADDITIONAL CAPACITY

- 9.1 Reimbursement for the Creation of Additional Capacity. If Attaching Party utilizes space or capacity on any AT&T Structure that was created by a modification paid for by AT&T or Other User after February of 1996 and such modification rendered possible Attaching Party's attachment, Attaching Party shall pay its pro-rata share of the modification to the party or parties that paid for the modification when requested by AT&T or Other User. Such pro-rata share shall be calculated at the depreciated value of the Structure that was modified, provided that AT&T or the Other User that shared in the cost of such modification has records detailing the cost of the modification and the current depreciated value of the Structure created by the modification.
- 9.2 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of Make-Ready Work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T for the use of such additional capacity. If AT&T utilizes additional space or capacity created at Attaching Party's expense, AT&T will reimburse Attaching Party on a pro-rata basis for AT&T's share, if any, of Attaching Party's capacity expansion at the depreciated value of the Structure that was modified, to the extent reimbursement is required by applicable rules, regulations, and commission orders. In order to potentially qualify for such reimbursement, Attaching Party must provide records detailing the costs of the additional capacity, calculated in a way that is reasonable in light of the full costs of the Make-Ready Work. AT&T shall not be required to collect or remit any such amounts to Attaching Party to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

10.0 CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 10.1 Responsibility for Attaching and Placing Facilities. Attaching Party shall be solely responsible for the actual attachment of its facilities to AT&T's Poles and/or the placement of such facilities in AT&T's Ducts, Conduits, and ROW and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 10.2 Construction Schedule. After the issuance of an Occupancy Permit, Attaching Party shall provide AT&T with a construction schedule and thereafter keep AT&T informed of anticipated changes in the construction schedule.
- 10.3 Attachment Position. The approved Application shall specify the point of attachment at each Pole to be occupied by Attaching Party's facilities, and, generally, such Attaching Party's facilities shall be attached above AT&T's facilities. When the facilities of more than one applicant are involved, AT&T will attempt, to the extent practicable, to designate the same relative position on each Pole for each applicant's facilities.
- 10.4 AT&T will evaluate and approve in its sole discretion, on an individual case basis, the location of certain Pole-mounted equipment, such as cabinets, amplifiers and wireless equipment including, but not limited to, antennas. The approval and location of such attachments are dependent upon factors including, but not limited to, climbing space requirements and the types of existing attachments.

- 10.5 In the event Attaching Party proposes to deviate from the installation design provided or approved by AT&T during the Application process, any such proposed deviations must be approved and authorized in writing by AT&T prior to implementation.
- 10.6 Completion of Attaching Party's Construction. For each Attaching Party attachment to or in AT&T's Structure, Attaching Party will provide to AT&T a notice indicating the completion of construction of its attachment in accordance with the AT&T-approved Application within twenty (20) calendar days of Attaching Party's construction complete date. Make-Ready Work completion notifications, if applicable, are separate and described in Section 8.9.3.1.

11.0 USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 11.1 Routine Maintenance of Attaching Party's Facilities. Each Occupancy Permit subject to this Attachment authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T's Structure. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's Occupancy Permit. Notwithstanding the foregoing, Attaching Party may Overlash its facilities in accordance with applicable safety specifications, as necessary, without approval from, but with notice to, AT&T.
- 11.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance Ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed thirty (30) days) non-emergency maintenance or repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that use of the Maintenance Duct for non-emergency maintenance and repair activities must be scheduled by AT&T. A person or entity using the Maintenance Duct for non-emergency maintenance or repair activities shall immediately notify AT&T of such use and must either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one (1) full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after such person or entity occupies the Maintenance Duct. Cables temporarily placed in the Maintenance Duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies, which may occur while the Maintenance Duct is occupied.
- 11.3 Attaching Party shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth in this Attachment) and all Occupancy Permits issued hereunder. Attaching Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Attaching Party's facilities, and for directing the activities of all persons acting on Attaching Party's behalf while they are physically present on or in AT&T's Structure or in the immediate vicinity of AT&T's Structure.

12.0 MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 12.1 Notification of Planned Modifications. Attaching Party shall notify AT&T in writing at least sixty (60) days prior to adding to, relocating, replacing, or otherwise modifying its facilities already attached to an AT&T Structure. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present Occupancy Permit or requires a new or amended Occupancy Permit.
- 12.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities of the same or lesser weight, occupying the same AT&T Structure, and may Overlash additional cables to its own existing facilities without approval from, but with notice to, AT&T. Attaching Party shall notify AT&T of any Make-Ready Work necessary to accommodate Attaching Party's Overlashing.
- 12.3 Attaching Party shall provide at least fifteen (15) days' advance notice prior to any Overlashing that it conducts or permits, and warrants that any Overlashing Attaching Party conducts or permits (via a third party or contractor), shall meet the following requirements: (1) the Overlashing complies with the standards referenced in this Attachment; (2) Attaching Party has computed the Pole loading with the additional Overlashed facility, and the Pole will not be overloaded with the addition of the Overlashed facility; (3) Attaching Party has determined that no Make-Ready Work is necessary to accommodate the Overlashed facility, or will ensure that any Make-Ready Work necessary will be

conducted before the Overlashing occurs. Such notice shall include a map indicating the affected Poles. Attaching Party agrees to indemnify AT&T should any of the preceding warranties be breached.

12.3.1 Before allowing any Overlashing of Attaching Party's facilities with an Other User's facilities, Attaching Party shall ensure such Other User has an executed agreement with AT&T for Structure access.

12.3.2 Upon completion of the Overlashing, Attaching Party shall notify AT&T of such completion within fifteen (15) days.

12.3.3 AT&T reserves the right to complete an inspection of such Overlashing.

13.0 REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

13.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T and Other Users in making rearrangements to AT&T Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the Parties in accordance with then applicable law.

13.2 Except for Make-Ready Work requirement notifications, emergencies, and routine maintenance, AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this Section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T will rearrange those facilities at Attaching Party's expense. In no event shall AT&T be liable to Attaching Party or Other User for damages or other harm caused by, or in connection with, any such AT&T rearrangement, except to the extent caused by AT&T's negligence.

14.0 EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

14.1.1 Nothing contained in this Attachment shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's facilities or the facilities of Other Users.

14.1.2 Maintenance Ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the Conduit section in which the Maintenance Duct is located; provided, however, that an entity using the Maintenance Duct for emergency repair activities will notify AT&T within twelve (12) hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T Conduit System and using the Maintenance Duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance Ducts will be used to restore the highest priority services, as defined in Section 14.3, first. Existing spare Ducts may be used for restoration purposes providing the spare Ducts are restored after restoration work is complete. Any spare Ducts not returned will be assigned to the user of the Duct and an Occupancy Permit issued.

14.1.3 Attaching Party shall either vacate the Maintenance Duct within thirty (30) days or, with AT&T's consent, rearrange its facilities to ensure that at least one (1) full-sized replacement Maintenance Duct (or, if the designated Maintenance Duct was an innerduct, a suitable replacement innerduct) is available for use by all occupants in the Conduit section within thirty (30) days after Attaching Party occupies the Maintenance Duct. If Attaching Party fails to vacate the Maintenance Duct as described above, AT&T may install a maintenance Conduit at Attaching Party's expense.

14.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T construction district, Attaching Party shall provide AT&T with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T of changes to such information.

14.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T, Attaching Party, and Other Users shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

- 14.3.1 Emergency service restoration work requirements shall have the highest precedence.
- 14.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security, and hospital lines) shall be given the highest priority and temporary occupancy of the Maintenance Duct (and, if necessary, other unoccupied Ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the work site, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 14.3.3 AT&T shall determine the order of precedence of work operations and assignment of Duct space in the Maintenance Duct (and other unoccupied Ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T on a nondiscriminatory basis in accordance with the principles set forth in this Section.

14.4 Emergency Pole Replacements.

- 14.4.1 When emergency Pole replacements are required, AT&T shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 14.4.2 If notified by AT&T that an emergency exists which will require the replacement of a Pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T replacement Pole, the transfer shall be in accordance with AT&T's placement instructions.
- 14.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T and thereby authorize AT&T (or any Other User sharing the Pole with AT&T) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at Attaching Party's expense.

14.5 Expenses Associated with Emergency Repairs. Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities, and transfers or rearrangements of such facilities associated with emergency Pole replacements made in accordance with the provisions of this Section.

- 14.5.1 Each Party shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.
- 14.5.2 Attaching Party shall reimburse AT&T for the costs incurred by AT&T for work performed by AT&T on Attaching Party's behalf in accordance with the provisions of this Section.

14.6 Pole Replacements for Other than Emergencies. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of the need for Attaching Party to transfer its facilities as the result of Pole replacements for reasons other than emergencies and routine maintenance. The notice shall state the date by which such transfers are to be completed. Attaching Party shall complete such transfers within the time prescribed in the notice. If Attaching Party does not transfer facilities within the noted time, AT&T, at its sole discretion, may complete those facility transfers at Attaching Party's expense. For non-OTMR-initiated Pole replacements, after notification deadline lapses, Other User may complete associated facility transfers using an Authorized Contractor at Other User's expense. In no event shall AT&T be liable to Attaching Party for damages or other harm caused by or in connection with any such transfers completed by AT&T or Other User, except to the extent caused by AT&T's gross negligence.

15.0 **AT&T INSPECTION OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE**

- 15.1 Post-Construction Inspections. AT&T may, at AT&T's sole discretion and at Attaching Party's expense, conduct a post-construction inspection of Attaching Party's attachment of facilities to or in AT&T's Structure. This type of inspection shall be conducted for the sole purpose of determining the conformance of the attachments to the Occupancy Permit(s) and standards identified in Section 6. AT&T will endeavor to notify Attaching Party of proposed date and time prior to the post-construction inspection so that Attaching Party may accompany AT&T on the post-

construction inspection. Findings of nonconformance shall be communicated by AT&T to Attaching Party as soon as practical.

- 15.2 Right to Make Routine or Spot Inspections. AT&T shall have the discretionary right, but not the obligation, to make Routine or Spot Inspections of all facilities attached to AT&T's Structure to help ensure compliance with the terms and conditions of the applicable agreements. AT&T will give Attaching Party advance notice of Routine Inspections involving Attaching Party facilities.
- 15.3 Cost of Routine or Spot Inspection. With the exception of any state law or regulation providing otherwise, if Attaching Party's facilities are found to be in compliance with this Attachment, there will be no charges incurred by Attaching Party for the Routine or Spot Inspection. However, if Attaching Party's facilities are found not in compliance with this Attachment, AT&T may charge Attaching Party for the cost of the Routine Inspection, as applicable to the particular item of Structure with the noncompliant attachment.
- 15.4 Notice of Noncompliance. If, pursuant to a post-construction, Routine, or Spot Inspection, AT&T determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, AT&T may send notice to Attaching Party specifying the alleged noncompliance. Attaching Party will acknowledge receipt of the notice as soon as practicable.
- 15.5 Disputes over Alleged Noncompliance. If Attaching Party disputes AT&T's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T in writing of the basis for Attaching Party's objection to the assertion that its facilities are noncompliant within sixty (60) days of notice of noncompliance.
- 15.6 Bringing Facilities into Compliance. Attaching Party shall bring its noncompliant facilities into compliance within ninety (90) days after being notified of such noncompliance when no Make-Ready Work is required. If any Make-Ready Work or modification work to AT&T's Structure is required to bring Attaching Party's facilities into compliance, Attaching Party shall provide notice to AT&T and the Make-Ready Work or modification will be treated in the same fashion as Make-Ready Work or modifications for a new request for attachment. In any event, if the violation creates a hazardous condition, facilities must be brought into compliance upon notification. Attaching Party shall notify AT&T when the facilities have been brought into compliance.
- 15.7 No Liability on AT&T. Neither the act of inspection by AT&T of Attaching Party's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Attaching Party of any responsibility, obligation, or liability under this Section or otherwise existing.
- 15.8 Failure to Bring Facilities into Compliance. If Attaching Party has not brought the facilities into compliance within ninety (90) days, or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the facilities were not in compliance, AT&T may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment. If Attaching Party fails to bring its facilities into compliance with the Occupancy permit and/or the standards set forth in this Agreement, it shall be deemed a Continuing Violation.
- 15.9 Correction of Conditions by AT&T. If AT&T elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.
- 15.9.1 AT&T will, whenever practicable, notify Attaching Party in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T's schedule for performing the work.
- 15.9.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within an AT&T Manhole, AT&T may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T does not reattach Attaching Party's facilities, AT&T shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.
- 15.9.3 AT&T shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps, as Attaching Party may deem necessary to ensure that the facilities meet Attaching Party's performance requirements.
- 15.10 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder shall be construed as requiring Attaching Party

to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

- 15.11 Inventory Survey. AT&T shall have the right, upon thirty (30) days' notice to Attaching Party, to determine the total number and exact location of Attaching Party's attachments on AT&T Poles and/or Conduit through a physical survey conducted by AT&T or its agents. Attaching Party shall have the right to participate in the survey. The costs incurred by AT&T to conduct the physical inventory shall be shared proportionately with AT&T by Attaching Party. If the attachments of Other Users are included in the inventory, all parties, including Attaching Party, shall share proportionately in the costs with AT&T.

16.0 TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 16.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities, placed on or in AT&T's Structure, in a manner sufficient to identify the facilities as those belonging to Attaching Party. In the case of existing attachments, Attaching Party shall tag such attachments as they are visited by Attaching Party for the performance of maintenance or other work. Attaching Party's facilities on AT&T's Poles shall be tagged at each Pole attachment, and Attaching Party's facilities in AT&T's Conduits shall be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags shall be of sufficient size and lettering so as to be easily read from the ground.
- 16.2 Notice to Attaching Party. If any of Attaching Party's facilities for which no Occupancy Permit is presently in effect are found attached to AT&T's Structure, AT&T, without prejudice to other rights or remedies available to AT&T under this Attachment, and without prejudice to any rights or remedies which may exist independent of this Attachment, shall send a written notice to Attaching Party advising Attaching Party that no Occupancy Permit is presently in effect with respect to the facilities and that Attaching Party must, within thirty (30) days, respond to the notice as provided in Section 16.3 of this Attachment.
- 16.3 Attaching Party's Response. Within thirty (30) days after receiving a notice under Section 16.2 of this Attachment, Attaching Party shall acknowledge receipt of the notice and: (1) submit to AT&T an existing Occupancy Permit covering the alleged unauthorized attachments; or (2) if an Occupancy Permit does not exist, submit an Application under Section 8.
- 16.4 Charges for Unauthorized Attachments. Attachment fees shall continue to accrue until the unauthorized facilities are removed from AT&T's Structure. In addition, Attaching Party shall be liable for an unauthorized attachment fee as specified in Section 18.3 of this Attachment. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T or Other User, and shall pay AT&T for all costs incurred by AT&T in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 16.5 Removal of Unauthorized Attachments. If Attaching Party does not apply for a new or amended Occupancy Permit as set forth in Section 16.3, AT&T shall by written notice advise Attaching Party to remove its unauthorized facilities not later than sixty (60) days from the date of notice. If the facilities have not been removed within the time specified in the notice, AT&T may, at AT&T's option, remove Attaching Party's facilities at Attaching Party's expense.
- 16.6 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T's Facilities. No act or failure to act by AT&T with regard to any unauthorized attachment or unauthorized use of AT&T's Structure shall be deemed to constitute a ratification by AT&T of the unauthorized attachment or use, nor shall the payment by Attaching Party of fees and charges for unauthorized attachments exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

17.0 REMOVAL OF ATTACHING PARTY'S FACILITIES

- 17.1 When Attaching Party no longer intends to occupy space on or in AT&T Structure, Attaching Party will provide written notification to AT&T that it wishes to terminate the Occupancy Permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Attaching Party's facilities, the Occupancy Permit shall terminate and the space shall be available for reassignment.
- 17.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T's Structure.

- 17.1.2 Except as otherwise agreed upon in writing by the Parties, Attaching Party must, after removing its facilities, plug all previously occupied Ducts at the entrances to AT&T's Manholes.
- 17.1.3 Attaching Party shall be solely responsible for the removal of its own facilities from AT&T's Structure.
- 17.2 At AT&T's request, Attaching Party shall remove from AT&T's Structure any of Attaching Party's facilities, which are no longer in active use. Upon request, Attaching Party will provide proof satisfactory to AT&T that Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T's Structure.
- 17.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T's Structure within sixty (60) days after termination of the Occupancy Permit.
- 17.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T's Structure within sixty (60) days after the date Attaching Party replaces existing facilities on a Pole or in a Conduit with substitute facilities.
- 17.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T's Structure would cause a forfeiture of the rights of AT&T to occupy the property where such Structure is located, AT&T will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T will give Attaching Party not less than sixty (60) days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T's rights. At Attaching Party's request, the Parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the removal of Attaching Party's facilities.
- 17.6 Removal of Facilities by AT&T; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T's Structure in accordance with the provisions of Sections 17.1-17.5 of this Attachment, AT&T may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T shall give Attaching Party not less than sixty (60) days' prior written notice of its intent to remove Attaching Party's facilities pursuant to this Section.
- 17.7 Removal of Facilities by AT&T. If AT&T removes any of Attaching Party's facilities pursuant to this Section, Attaching Party shall reimburse AT&T for AT&T's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.0 RATES, FEES, CHARGES, AND BILLING

- 18.1 Recurring Rates and One-Time Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All recurring rates, and some one-time fees, associated with Attaching Party's access to AT&T Structure as outlined in this Attachment will be set forth on a pricing sheet available via AT&T's CLEC Online website. All rates, one-time fees, and changes thereto, shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 18.2 Unauthorized Attachments. For all states that have not established their own unauthorized attachment fees, the following shall apply:
- 18.2.1 Upon AT&T's discovery of unauthorized attachments in an Inventory Survey or Attaching Party's self-report of unauthorized attachments and written notice of said unauthorized attachments (including location), Attaching Party shall pay AT&T the back-rent, including interest, that would have been due for these attachments, up to five (5) times the annual rent per attachment for each unauthorized attachment.
- 18.2.2 If Attaching Party declines to participate in an Inventory Survey (i.e., providing the locations of its existing attachments), and AT&T discovers an unauthorized attachment by Attaching Party, AT&T will also be entitled to invoice Attaching Party a sanction, as set forth in the pricing sheet, for each such unauthorized attachment that is discovered.
- 18.2.3 Attaching Party can avoid the sanction referenced in Section 18.2.2 by submitting an Application within sixty (60) days of receiving written notice from AT&T and correcting any safety violations within one hundred eighty (180) days.

- 18.3 Changes to Rates and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T shall have the right to change the rates and fees associated with this Attachment. Notice of changes in rates or fees, and their effective date, will be provided to Attaching Party via one or both of the following ways at least sixty (60) calendar days before the specific changes being made take effect: (1) posting an Accessible Letter to the AT&T CLEC Online and/or Prime Access websites, or (2) sending a notification directly to Attaching Party.

19.0 **RADIO FREQUENCY REQUIREMENTS FOR ANY WIRELESS ATTACHMENTS**

- 19.1 Attaching Party is solely responsible for the radio frequency (RF) emissions emitted by its equipment and will comply with all FCC regulations regarding RF exposure limitations. To the extent required by FCC rules and any applicable state rules, Attaching Party shall install appropriate signage to notify workers and the public of the potential for exposure to RF emissions.
- 19.2 Attaching Party is under a duty and obligation in connection with the operation of its own facilities, now existing or in the future, to protect against RF interference to the RF signals of any party legally utilizing AT&T Structure, as applicable, as may emanate or arise. Attaching Party shall endeavor to correct any interference, created by Attaching Party's RF emissions, to the RF signals of any Other User legally utilizing AT&T Structure. In the event AT&T's operations interfere with Attaching Party's lawful use of its RF signals, AT&T and Attaching Party shall cooperate to stop such interference.
- 19.3 Attaching Party shall install a power cut-off switch on every AT&T Pole to which it has attached facilities that can emit RF energy. AT&T's authorized field personnel will contact Attaching Party's designated point of contact not less than 24 hours in advance to inform Attaching Party of the need for a temporary power shut-down. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the power-down will be with such advance notice as may be practicable. In all instances, once the work has been completed and the workers have departed the exposure area, the party who accomplished the power-down shall restore power and inform Attaching Party as soon as possible that power has been restored.
- 19.4 Emergency After Hours Contact Information. Attaching Party shall provide emergency after hours contact information to AT&T. Attaching Party shall be required to include signage which indicates Attaching Party's emergency contact information and NESC-required information.
- 19.5 Installation and Upkeep of Sign(s). Attaching Party is responsible for the installation and upkeep of its sign(s) on each Pole. The signage will be placed so that it is clearly visible to workers who climb the Pole or ascend by mechanical means. The sign(s) will contain the information approved for such signs by the FCC or applicable state agency, or in the absence of such standards, the information commonly used in the industry for such sign(s).

20.0 **NOTICES**

- 20.1 Operational Contact Information. Contact information for operational issues including Applications for Occupancy Permits, Make-Ready Surveys, Make-Ready Work and other day-to-day matters concerning Structure access.

20.1.1 AT&T:

Region/state-specific contact information is available in an online document found at the following URL:
<https://clec.att.com/clec/hb/shell.cfm?section=2921>.

20.1.2 Attaching Party:

NOTICE CONTACT

Attaching Party

NAME/TITLE

Bernadette Bakunovich

STREET ADDRESS

Sr. Admin-Carrier Relations & Contract Management

CITY, STATE, ZIP CODE

525 Junction Rd., Suite 7000

TELEPHONE NUMBER

Madison, WI 53717

E-MAIL ADDRESS

(608) 664-6223

bernadette.bakunovich@tdstelecom.com

- 20.2 Contractual Notice. Notices other than those related to Structure Access operational issues will be governed by the applicable notice provisions in the GT&Cs of the Agreement.

21.0 **DISCLAIMER OF WARRANTIES**

AT&T MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T'S STRUCTURE IS SUITABLE FOR ATTACHING PARTY'S INTENDED USES OR IS FREE FROM DEFECTS. ATTACHING PARTY SHALL, IN EVERY INSTANCE, BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF AT&T'S STRUCTURE FOR ATTACHING PARTY'S INTENDED USE.

22.0 **INDEMNIFICATION**

22.1 Definitions. The following terms shall have the described meanings when used in Section 22:

22.1.1 "AT&T" shall mean AT&T, as defined in the opening paragraph immediately preceding Section 1, its parents, subsidiaries, affiliates, agents, directors, and employees.

22.1.2 "Claims" shall mean any allegation, claim, demand, or lawsuit, of any kind and character, including but not limited to claims for property damage, personal injury, including sickness and disease, and/or death.

22.1.3 "Liability" shall mean any and all loss, damage, liability, settlement amount, judgment, order, award, cost, fee, fine, penalty, or expense, of every kind and character, including but not limited to costs of defense and attorneys' fees.

22.2 Attaching Parties' Indemnification Obligations to AT&T: Attaching Party agrees that it will indemnify, hold harmless, and, on request, defend AT&T from any Claim or Liability, if such Claim and/or Liability arises out of Attaching Party's work on, in, or in the vicinity of AT&T's Structure and/or Attaching Party's access to or use of AT&T's Structure, except to the extent caused by the willful or intentional misconduct, or gross negligence, of AT&T.

22.3 AT&T's Indemnification Obligations to Attaching Party: AT&T agrees that it will indemnify, hold harmless, and, on request defend Attaching Party from any Claim or Liability, if such Claim and/or Liability arises out of AT&T's work on, in, or in the vicinity of AT&T's Structure and/or AT&T's access to or use of AT&T's Structure, except to the extent caused by the willful or intentional misconduct, or gross negligence, of Attaching Party.

22.4 The Indemnification Obligations Identified in Sections 22.2 and 22.3 shall include, but not be limited to the following types of Claims and/or Liabilities: (a) workplace Claims and/or Liabilities from employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; (b) Claims and/or Liabilities brought by Attaching Party's or AT&T's vendors, suppliers, and customers; (c) claims brought by third parties; (d) environmental Claims and/or Liabilities arising out of or in connection with: (i) an alleged violation or breach by Attaching Party or AT&T, its employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law and/or any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment; (ii) the release or discharge, onto any public or private property of any hazardous substances, regardless of the source of such hazardous substances, by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf; and/or (iii) the removal, disposal, storage, processing or other handling of any hazardous substances by any of Attaching Party's or AT&T's employees, agents, contractors, subcontractors, or any other person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf from the site of any AT&T Structure; (d) Claims and/or Liabilities for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T or Attaching Party due to the placement or presence of Attaching Party's or AT&T's facilities on or in AT&T's Structure; (e) Claims and/or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, alleged violation of any third-party's intellectual property rights, including but not limited to Claims and/or Liabilities for copyright infringement, patent infringement, unauthorized use or transmission of television or radio broadcast programs or other material, unauthorized use of any apparatus, appliances, equipment, or parts thereof furnished, installed, and/or utilized by Attaching Party or AT&T; (f) Claims and/or Liabilities based on Attaching Party's or AT&T's, and/or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, furnishing, performance, or use of any material supplied or any product Claims or Liabilities relating to any material supplied; (g) Claims or Liabilities based on Attaching Party's or AT&T's, or any person or entity acting directly or indirectly on Attaching Party's or AT&T's behalf, to comply with any term of this Agreement or any applicable local, state, or federal statute, rule, regulation, ordinance

or other law, including but not limited to OSHA; and (h) any Claims and/or Liabilities for economic damages that may arise, including damages for delay or other related economic damages that AT&T or AT&T may suffer or allegedly suffer as a result of the performance or failure to perform work by Attaching Party or AT&T.

- 22.5 With respect to Attaching Party's obligation to procure insurance naming AT&T as an additional insured, as set forth in Section 24, it shall be Attaching Party's obligation to request and confirm issuance of a "waiver of subrogation clause" in favor of AT&T.

23.0 LIABILITIES AND LIMITATIONS OF LIABILITY

- 23.1 Except as otherwise provided below, Liabilities and Limitations of Liabilities will be governed by the GT&Cs of this Agreement.

23.1.1 AT&T Not Liable to Attaching Party for Acts of Third Parties or Acts of Nature. By affording Attaching Party access to AT&T Structure, AT&T does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 23.3 of this Attachment, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to or placed in AT&T's Structure and AT&T shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 23.3. In no event shall AT&T be liable to Attaching Party under this Attachment for any death of person or injury, loss, or damage resulting from the acts or omissions of: (1) any Other User or any person acting on behalf of an Other User; (2) any governmental body or governmental employee; (3) any third-party property owner or persons acting on behalf of such property owner; or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T Structure in any capacity other than as an AT&T employee or person acting on AT&T's behalf. In no event shall AT&T be liable to Attaching Party under this Attachment for injuries, losses, or damages resulting from acts of nature (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage, or other criminal acts, cable cuts by persons other than AT&T's employees or persons acting on AT&T's behalf, or other causes beyond AT&T's control which occur at sites subject to this Attachment.

23.1.2 Damage to Facilities. Each Party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the Party and persons acting on the Party's behalf. A Party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other Party, and/or Other Users for any property damage caused by the Party or persons acting on the Party's behalf.

23.1.3 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this Section shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of the applicable state(s).

24.0 INSURANCE

- 24.1 Except as provided below, insurance will be governed by the GT&Cs of this Agreement. All insurance coverages set forth in the GT&Cs apply, with the exception that the following higher coverage amounts are required under this Attachment:

24.1.1 Worker's Compensation insurance with benefits afforded under the laws of any state in which the work related to this Attachment is to be performed and Employers Liability insurance with limits of at least:

24.1.1.1 \$1,000,000 for Bodily Injury – each accident;

24.1.1.2 \$1,000,000 for Bodily Injury by disease – policy limits; and

24.1.1.3 \$1,000,000 for Bodily Injury by disease – each employee.

24.1.2 Umbrella/Excess insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

25.0 ASSIGNMENT OF RIGHTS

- 25.1 Except as otherwise provided below, assignment will be governed by the GT&Cs of this Agreement.
- 25.1.1 Sub-Permits. Nothing contained in this Attachment shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Attachment or Occupancy Permits subject to this Attachment to any third party. Except as otherwise expressly permitted in this Attachment, Attaching Party shall not allow third party to attach or place facilities to or in Pole or Conduit space occupied by or assigned to Attaching Party or to utilize such space.
- 25.1.2 Assignment Permitted. Neither Party may assign, or otherwise transfer its rights or obligations, under this Attachment except as provided in this Section.
- 25.1.2.1 AT&T may assign its rights, delegate its benefits, and delegate its duties and obligations under this Attachment, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T, or which acquires or succeeds to ownership of substantially all of AT&T's assets.
- 25.1.2.2 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Attachment, subject to the express terms of this Attachment. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party ("the Agreement"), Attaching Party's lender or the third party acquiring Attaching Party's rights under this Attachment shall assume all outstanding obligations of Attaching Party under the Agreement and provide proof satisfactory to AT&T that such lender or third party has complied or will comply with all requirements established under this Attachment. Notwithstanding any provisions of this Attachment to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Attachment and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Attachment (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under this Attachment, including liability to AT&T for any act, omission, default, or obligation that arose or occurred under this Attachment prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 25.1.2.3 No assignment or transfer by Attaching Party of rights under this Attachment, Occupancy Permit subject to this Attachment, or authorizations granted under this Attachment shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this Section, secured AT&T's prior written consent to the assignment or transfer, if necessary, and given AT&T notice of the assignment or transfer pursuant to Section 25.3, and secured AT&T's prior written consent to the assignment or transfer, unless such consent is not necessary pursuant to Section 25.2.2 of this Attachment.
- 25.1.3 Notice of Assignment. Attaching Party shall provide AT&T sixty (60) days' advance notice in writing of its intent to assign, when required to obtain consent pursuant to Section 25.2.3, and thirty (30) days' notice in writing following any consented-to assignment.

26.0 TERMINATION OF OCCUPANCY PERMITS

- 26.1 Except as provided below, Termination and Remedies for Breach will be governed by the GT&Cs of this Agreement.
- 26.1.1 Subject to notice and the opportunity to cure as provided in the Agreement, individual Occupancy Permits subject to this Attachment shall terminate if (a) Attaching Party ceases to utilize the Pole attachment or Conduit or ROW space subject to such Occupancy Permit; or (b) Attaching Party's permission to use or have access to particular Structure has been revoked, denied, or terminated by local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

- 26.1.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T's Structure shall not materially interfere with or impair service over any facilities of AT&T or any Other User, cause material damage to AT&T's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T's Structure, or to the public. Upon reasonable notice and opportunity to cure, AT&T may limit, terminate, or refuse access if Attaching Party violates this provision.

27.0 ASSURANCE OF PAYMENT

- 27.1 Except as otherwise provided below, Assurance of Payment will be governed by the GT&Cs of this Agreement.
- 27.1.1 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen, and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Attachment. In the event any lien, claim, or demand is made on AT&T by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performance of such work, AT&T may require, in addition to any security provided under the Agreement, that Attaching Party provide cash deposits, execute payment, performance bonds, letters of credit, and/or such other security as AT&T may deem reasonable.

28.0 RESERVED

29.0 DISPUTE RESOLUTION – FINALITY OF DISPUTES

- 29.1 Except as otherwise provided below, Dispute Resolution will be governed by the GT&Cs of this Agreement.
- 29.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention. Any legal action arising in connection with this Agreement must be filed within twenty-four (24) months after the cause of action accrues, with the exception of a Continuing Violation, or it will be deemed time-barred and waived. The Parties waive any statute of limitations to the contrary. Continuing Violations are specifically exempt from the waiver of any statute of limitations and shall be brought within the time set forth in the applicable state's statutes.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
3	IL	STRUCTURE ACCESS	Poles				See pricing sheet available via AT&T CLEC Online website.			\$/ft/yr.
3	IL	STRUCTURE ACCESS	Ducts Per Foot of innderduct				See pricing sheet available via AT&T CLEC Online website.			\$/ft/yr.
3	IL	STRUCTURE ACCESS	Poles & Ducts Application fee					\$ 200.00		per application

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
3	MI	STRUCTURE ACCESS	Poles				See pricing sheet available via AT&T CLEC Online website.			\$/attachment/yr.
3	MI	STRUCTURE ACCESS	Ducts –Conduit Occupancy Fees - Full Duct				See pricing sheet available via AT&T CLEC Online website.			\$, ft, yr.
3	MI	STRUCTURE ACCESS	Ducts - Conduit Occupancy Fees - Inner Duct				See pricing sheet available via AT&T CLEC Online website.			\$, ft, yr.
3	MI	STRUCTURE ACCESS	Poles & Ducts Application fee					\$ 200.00		per application

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
3	WI	STRUCTURE ACCESS	Poles - Telecom RURAL				See pricing sheet available via AT&T CLEC Online website.			\$/pole/yr.
3	WI	STRUCTURE ACCESS	Poles - Telecom URBAN				See pricing sheet available via AT&T CLEC Online website.			\$/pole/yr.
3	WI	STRUCTURE ACCESS	Ducts –Conduit Occupancy Fees - Full Duct				See pricing sheet available via AT&T CLEC Online website.			\$, ft, yr.
3	WI	STRUCTURE ACCESS	Ducts - Conduit Occupancy Fees - Inner Duct				See pricing sheet available via AT&T CLEC Online website.			\$, ft, yr.
3	WI	STRUCTURE ACCESS	Poles - Cable Rate				See pricing sheet available via AT&T CLEC Online website.			\$, ft, yr.
3	WI	STRUCTURE ACCESS	Poles & Ducts Application fee					\$ 200.00		per application

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

**TDS METROCOM, LLC
TDS METROCOM, LLC D/B/A MERRIMAC COMMUNICATIONS**

Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)

Director - Regulatory Revenue, Strategy & Compliance

Title: _____
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 28 Sep 2020Date: 28 Sep 2020**TDS Metrocom, LLC****TDS Metrocom, LLC d/b/a Merrimac Communications****Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

State	Resale OCN	CLEC OCN
ILLINOIS	---	2320
MICHIGAN	---	5353
WISCONSIN	7804	682A,7804

Description	ACNA Code(s)
ACNA(s)	MSN,RRI

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
TDS METROCOM, LLC D/B/A MERRIMAC COMMUNICATIONS
AND
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and TDS Metrocom, LLC, TDS Metrocom, LLC d/b/a Merrimac Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit B, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended (the "Agreement"); and

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

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

WHEREAS, TDS Metrocom, LLC d/b/a Merrimac Communications will no longer be a party to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The term of the Plan shall be extended for two (2) years ending December 31, 2022.
3. The Parties agree to remove TDS Metrocom, LLC d/b/a Merrimac Communications.
4. The Parties agree that the surviving entity is TDS Metrocom LLC.
5. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
6. Add Attachment - 251(b)(1) Resale to the Agreement.

7. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T’s election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
8. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport (“DS1/DS3 UDT”), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 (“UDT Embedded Base”).
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T’s sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
13. For Illinois, Michigan: 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 Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 **INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 **GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
 - (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

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

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

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

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

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

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

6.0 ANCILLARY SERVICES

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

7.0 SUSPENSION OF SERVICE

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

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B

Exhibit A

IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	

Exhibit A

IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	

Exhibit A

IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		

Exhibit A

IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCB A	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCB B	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCB C	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCB D	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCB E	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCB F	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCB T	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCB U	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCB V	

Exhibit A

IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			

Exhibit A

IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

Exhibit A

MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	Analog Loop DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
		DS1 Interoffice Mileage Per Point of Termination Zone			

Exhibit A

MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect)Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2

Exhibit A

MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

Exhibit A

WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	

Exhibit A

WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit B

AT&T ILEC (“AT&T”)	CLEC Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	TDS Metrocom, LLC	Interconnection Agreement	10/24/2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	TDS Metrocom, LLC	Interconnection Agreement	12/20/2001
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	TDS Metrocom, LLC d/b/a Merrimac Communications	Interconnection Agreement	6/7/2002

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC

Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Director - Regulatory Revenue, Strategy & Compliance
Title: _____
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 09 Jun 2021Date: 09 Jun 2021**TDS Metrocom, LLC****Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS; MICHIGAN BELL
TELEPHONE COMPANY D/B/A AT&T MICHIGAN; WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

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

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

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 (“FCC UNE Relief Order”); and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops (“Digital Loops”) pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 (“Digital Loop Embedded Base”) are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 2 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T’s election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
 - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.
3. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops (“DS1 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded

Base”) are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

- a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 3 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T’s election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
4. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops (“DS3 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 4 for any new DS1 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T’s election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
5. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport (“DFT”) pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 5 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
6. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
 7. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC's interstate and/or intrastate tariffs) to UNEs.
 8. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
 9. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
 10. 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.
 11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 13. 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.
 14. For Illinois, Michigan: 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 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.

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Rural (Access Area C)	MUJ++, EE7LX, UOB++, UOR++	U2QXC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Suburban (Access Area B)	MUJ++, EE7LX, UOB++, UOR++	U2QXB	B

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop - Metro (Access Area A)	MUJ++, EE7LX, UOB++, UOR++	U2QXA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Access Area C)	MUJ++, EE7MX, UOB++, UOR++	4U1XC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Access Area B)	MUJ++, EE7MX, UOB++, UOR++	4U1XB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Access Area A)	MUJ++, EE7MX, UOB++, UOR++	4U1XA	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Access Area C)	MUJ++, EE7MX, UOB++, UOR++	U4D3C	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Access Area B)	MUJ++, EE7MX, UOB++, UOR++	U4D3B	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Access Area A)	MUJ++, EE7MX, UOB++, UOR++	U4D3A	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLB1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLD1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	UWRA3	C

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLF2	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	4SL11	A
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
14	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer(LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	IL	SUB-LOOPS	Line & Station Transfer(LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	IL	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	IL	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options - per element	MUJ++, UOB++, UOR++	NRBXV	
14	IL	LOOP MODIFICATION	Removal Excessive Bridged Tap Option - per element	MUJ++, UOB++, UOR++	NRBXW	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil - per element	MUJ++, UOB++, UOR++	NRBXZ	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element Removal of Repeater Options - per element	MUJ++, UOB++, UOR++	NRBNL	
14	IL	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element Removal Excessive Bridged Tap Option - per element	MUJ++, UOB++, UOR++	NRBNK	

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	IL	LOOP MODIFICATION	Removal of Load Coil - per element	MUJ++, UOB++, UOR++	NRBNJ	
14	IL	LOOP MODIFICATION	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	
14	IL	LOOP MODIFICATION	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	IL	LOOP MODIFICATION	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	IL	LOOP MODIFICATION	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Initial)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Additional)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	1CRG7	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Disconnect-Initial)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NKCG7	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Line Connection (Disconnect-Additional)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NKCG5	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering -(DS1) - Administrative Charge (Connect)	MUJ++, EE7MX, UOB++, UOR++	NR90R	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering -(DS1) - Administrative Charge (Disconnect)	MUJ++, EE7MX, UOB++, UOR++	NR90T	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges-(DS1) Connection Initial	MUJ++, EE7MX, UOB++, UOR++	1CRG1	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Service Provisioning - (DS1) Connection Additional	MUJ++, EE7MX, UOB++, UOR++	1CRG2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Service Provisioning - (DS1) Disconnection Initial	MUJ++, EE7MX, UOB++, UOR++	NKCG1	

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges-Service Ordering-DS1) Disconnection Additional	MUJ++, EE7MX, UOB++, UOR++	NKCG2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning (DS3) - Administrative Charge Connection Initial	MUJ++, EE7NX, UOB++, UOR++	NR9OY	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning (DS3) - Administrative Charge Connection Additional	MUJ++, EE7NX, UOB++, UOR++	NR9OZ	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Connection Initial	MUJ++, EE7NX, UOB++, UOR++	1CRG3	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Connection Additional	MUJ++, EE7NX, UOB++, UOR++	1CRG4	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Disconnection Initial	MUJ++, EE7NX, UOB++, UOR++	NKCG3	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Provisioning DS3 Disconnection Additional	MUJ++, EE7NX, UOB++, UOR++	NKCG4	
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area A	XHG++, XGG++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area A	XHK++, XGK++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area B	XHK++, XGK++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire Analog - area C	XHK++, XGK++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area A	XHW++, XGW++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area B	XHW++, XGW++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 2 Wire DSL - area C	XHW++, XGW++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area A	XHY++, XGY++	U7SPA	A
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area B	XHY++, XGY++	U7SPB	B
13MR-SL	IL	SUB-LOOPS	ECS to SAI 4 Wire DSL - area C	XHY++, XGY++	U7SPC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area A	XHK++, XGK++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area B	XHK++, XGK++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire Analog - area C	XHK++, XGK++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area A	XHW++, XGW++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area B	XHW++, XGW++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 2 Wire DSL - area C	XHW++, XGW++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area A	XHY++, XGY++	U7SQA	A
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area B	XHY++, XGY++	U7SQB	B
13MR-SL	IL	SUB-LOOPS	ECS to Terminal 4 Wire DSL - area C	XHY++, XGY++	U7SQC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area B	XHG++, XGG++	U7SRB	B

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area A	XHK++, XGK++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area B	XHK++, XGK++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire Analog - area C	XHK++, XGK++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area A	XHW++, XGW++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area B	XHW++, XGW++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 2 Wire DSL - area C	XHW++, XGW++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area A	XHY++, XGY++	U7SRA	A
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area B	XHY++, XGY++	U7SRB	B
13MR-SL	IL	SUB-LOOPS	ECS to NID 4 Wire DSL - area C	XHY++, XGY++	U7SRC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area A	XHK++, XGK++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area B	XHK++, XGK++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire Analog - area C	XHK++, XGK++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area A	XHW++, XGW++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area B	XHW++, XGW++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 2 Wire DSL - area C	XHW++, XGW++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire DSL - area A	XHY++, XGY++	U7SSA	A
13MR-SL	IL	SUB-LOOPS	4 Wire DSL - area B	XHY++, XGY++	U7SSB	B
13MR-SL	IL	SUB-LOOPS	SAI to Terminal 4 Wire DSL - area C	XHY++, XGY++	U7SSC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area B	XHG++, XGG++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area A	XHK++, XGK++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area B	XHK++, XGK++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire Analog - area C	XHK++, XGK++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area A	XHW++, XGW++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area B	XHW++, XGW++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 2 Wire DSL - area C	XHW++, XGW++	U7STC	C
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area A	XHY++, XGY++	U7STA	A
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area B	XHY++, XGY++	U7STB	B
13MR-SL	IL	SUB-LOOPS	SAI to NID 4 Wire DSL - area C	XHY++, XGY++	U7STC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area A	XHK++, XGK++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area B	XHK++, XGK++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire Analog - area C	XHK++, XGK++	U7SUC	C

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area A	XHW++, XGW++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area B	XHW++, XGW++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 2 Wire DSL - area C	XHW++, XGW++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area A	XHY++, XGY++	U7SUA	A
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area B	XHY++, XGY++	U7SUB	B
13MR-SL	IL	SUB-LOOPS	Terminal to NID 4 Wire DSL - area C	XHY++, XGY++	U7SUC	C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area A	XHG++, XGG++		A
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area B	XHG++, XGG++		B
13MR-SL	IL	SUB-LOOPS	NID 2 Wire Analog - area C	XHG++, XGG++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area A	XHK++, XGK++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area B	XHK++, XGK++		B
13MR-SL	IL	SUB-LOOPS	NID 4 Wire Analog - area C	XHK++, XGK++		C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area A	XHW++, XGW++		A
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area B	XHW++, XGW++		B
13MR-SL	IL	SUB-LOOPS	NID 2 Wire DSL - area C	XHW++, XGW++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area A	XHY++, XGY++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area B	XHY++, XGY++		B
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DSL - area C	XHY++, XGY++		C
13MR-SL	IL	SUB-LOOPS	NID 2 Wire ISDN Compatible - area A	XHQ++, XGQ++		A
13MR-SL	IL	SUB-LOOPS	NID 2 Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	IL	SUB-LOOPS	NID Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	IL	SUB-LOOPS	NID 4 Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	IL	SUB-LOOPS	NID Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	IL	SUB-LOOPS	2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	IL	SUB-LOOPS	4-Wire Analog Sub-Loop	XHK++, XGK++		
13MR-SL	IL	SUB-LOOPS	2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	IL	SUB-LOOPS	4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	IL	SUB-LOOPS	2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	IL	SUB-LOOPS	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	XQ1++		
13MR-SL	IL	SUB-LOOPS	Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	IL	SUB-LOOPS	Add or change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	IL	SUB-LOOPS	per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++	CXCDX	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++	CXC8X	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Establish Connection	EE7LX	NKCAR	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Disconnection	EE7LX	NKCAS	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Electronic Subsequent	EE7LX	NKCAT	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Connection	EE7LX	NKCAU	
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Disconnection	EE7LX	NKCAV	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
7	IL	OPERATIONS SUPPORT SYSTEM	2-Wire Digital Loop Service Order Charge Manual Establish Manual Subsequent	EE7LX	NKCAW	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX	NKCAX	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX	NKCAY	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Electronic Establish Electronic Subsequent	EE7MX	NKCAZ	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX	NKCB1	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX	NKCB2	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Service Order Charge Per LSR or ASR - Manual Establish Manual Subsequent	EE7MX	NKCB3	
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Electronic Establish Connection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Electronic Establish Disconnection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Manual Establish Connection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Central Office DS1 to Voice Mux Service Order - Manual Establish Disconnection	EE7MX		
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Connection	EE7MX	NKCB6	
13	IL	UNBUNDLED EXCHANGE ACCESS LOOP	Disconnection	EE7MX	NKCB7	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCBA	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBE	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Connection)	EE7LX	NKCBG	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Initial (Disconnection)	EE7LX	NKCBH	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Connection	EE7LX	NKCBJ	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Digital Loop Connection - Additional Disconnection	EE7LX	NKCBK	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Connection	EE7MX	NKCBL	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Initial Disconnection	EE7MX	NKCBM	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Connection	EE7MX	NKCBN	
7	IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire DS1 Digital Loop Connection - Additional Disconnection	EE7MX	NKCBO	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		

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EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
13	IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1 , Design and Coordination Charge	EE7MX	NKCC9	

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCH	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
13	IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC		NR9D6	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - FIRM ORDER (Per Fiber Strand) Administrative per Order		NRB51	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interofcfice Transport - NRC		NRB54	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		
7	IL	OPERATIONS SUPPORT SYSTEM	Maintenance of Service	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	IL	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Zone C)	MUJ++, EE7LX, UOB++, UOR++	U2QC1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Zone B)	MUJ++, EE7LX, UOB++, UOR++	U2QB1	B

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Zone A)	MUJ++, EE7LX, UOB++, UOR++	U2QAA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Zone C)	MUJ++, EE7MX, UOB++, UOR++	4U1C1	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Zone B)	MUJ++, EE7MX, UOB++, UOR++	4U1B1	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Zone A)	MUJ++, EE7MX, UOB++, UOR++	4U1AA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Zone C)	MUJ++, EE7NX, UOB++, UOR++	U4D3C	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Zone B)	MUJ++, EE7NX, UOB++, UOR++	U4D3B	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Zone A)	MUJ++, EE7NX, UOB++, UOR++	U4D3A	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLB1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLD1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UWRA3	C

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	2SLF2	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	4SL11	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Initial	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OE	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Service Order- Subsequent	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Connection	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUC	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Disconnect	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9OG	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop - Record Work Only	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Administration Charge, per order - Install		NR9OH	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Design and CO Connection Charge, per circuit - Install		NR9OK	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Carrier Connection Charge per Termination - Install		NR9ON	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect Service Order	MUJ++, EE7JX, UOB++, UOR++	NKCQM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS0 - Service Digital Loop Disconnect, per Loop	MUJ++, EE7JX, UOB++, UOR++	NKCQN	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	MUJ++, EE7LX, UOB++, UOR++	NKCUA	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7LX, UOB++, UOR++	NR95S	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Records Issue Date	MUJ++, EE7LX, UOB++, UOR++	NR95T	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7LX, UOB++, UOR++	NR95U	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached Plant Test Date	MUJ++, EE7LX, UOB++, UOR++	NR95V	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion DS0 Loop	MUJ++, EE7LX, UOB++, UOR++	NR956	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7MX, UOB++, UOR++	NR9OR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7MX, UOB++, UOR++	NKCU2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7MX, UOB++, UOR++	NR9OT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7MX, UOB++, UOR++	NKCU3	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached	MUJ++, EE7MX, UOB++, UOR++	NKCU4	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Design Layout Report Date	MUJ++, EE7MX, UOB++, UOR++	NR95W	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Record Issue Date	MUJ++, EE7MX, UOB++, UOR++	NR95X	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Designed, Verified & Assigned Date	MUJ++, EE7MX, UOB++, UOR++	NR95Y	
7	MI	OPERATIONS SUPPORT SYSTEM	Cancellation or Change Service Charge - DS1 Loop, per last critical date reached Digital DS1 Loops - Plant Test Date	MUJ++, EE7MX, UOB++, UOR++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Install	MUJ++, EE7NX, UOB++, UOR++	NR90Y	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Install	MUJ++, EE7NX, UOB++, UOR++	NKCU5	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Administration Charge, per order - Disconnect	MUJ++, EE7NX, UOB++, UOR++	NR90Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 - Service Non-Recurring Charges Service Provisioning Charge, per circuit, Disconnect	MUJ++, EE7NX, UOB++, UOR++	NKCU6	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached	MUJ++, EE7NX, UOB++, UOR++	NKCU7	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Design Layout Report Date	MUJ++, EE7NX, UOB++, UOR++	NR951	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Record Issue Date	MUJ++, EE7NX, UOB++, UOR++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Designed, Verified & Assigned Date	MUJ++, EE7NX, UOB++, UOR++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge - DS3 Loop, per last critical date reached Digital DS3 Loops - Plant Test Date	MUJ++, EE7NX, UOB++, UOR++	NR954	
7	MI	OPERATIONS SUPPORT SYSTEM	Service Coordination Fee, per central office	MUJ++, UOB++, UOR++	UFE	
14	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on Sub Loop	MUJ++, UOB++, UOR++	URCLB	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	MI	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	
14	MI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	MUJ++, UOB++, UOR++	NRM RJ	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	MUJ++, UOB++, UOR++	NRM RP	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRM RS	
14	MI	LOOP MODIFICATION	Remove All or NON-Excessive Bridged Tap (RABT) - MMP Removal of All bridged tap DSL Loops > 17.5 Kft - per element incremental	MUJ++, UOB++, UOR++	NRM RM	
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SPB	B

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SPA	A
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SPB	B
13MR-SL	MI	SUB-LOOPS	ECS to SAI Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SPC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SQA	A
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SQB	B
13MR-SL	MI	SUB-LOOPS	ECS to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SQC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SRA	A
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SRB	B
13MR-SL	MI	SUB-LOOPS	ECS to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SRC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SSC	C
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SSA	A
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SSB	B
13MR-SL	MI	SUB-LOOPS	SAI to Terminal Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SSC	C

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7STC	C
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7STA	A
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7STB	B
13MR-SL	MI	SUB-LOOPS	SAI to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7STC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area A	XHK++, XGK++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area B	XHK++, XGK++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire Analog - area C	XHK++, XGK++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area A	XHW++, XGW++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area B	XHW++, XGW++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 2-Wire DSL - area C	XHW++, XGW++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area A	XHY++, XGY++	U7SUA	A
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area B	XHY++, XGY++	U7SUB	B
13MR-SL	MI	SUB-LOOPS	Terminal to NID Sub-loop 4-Wire DSL - area C	XHY++, XGY++	U7SUC	C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area A	XHG++, XGG++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area B	XHG++, XGG++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire Analog - area C	XHG++, XGG++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area A	XHK++, XGK++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area B	XHK++, XGK++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire Analog - area C	XHK++, XGK++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area A	XHW++, XGW++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area B	XHW++, XGW++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire DSL - area C	XHW++, XGW++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area A	XHY++, XGY++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area B	XHY++, XGY++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DSL - area C	XHY++, XGY++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area A	XHQ++, XGQ++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area B	XHQ++, XGQ++		B

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 2-Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	MI	SUB-LOOPS	NID Sub-loop Element 4-Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Installation, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Disconnect, per occasion per location	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Subsequent, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Record Work, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	NR9UP	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Add or Change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	REAH9	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Connection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++	SEPUC	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Analog Sub-Loop Service Ordering Charges Sub-Loop Disconnection Charge, per termination	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire Analog	XHG++, XGG++	UCXE2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire Analog	XHK++, XGK++	UCXE4	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire DSL	XHW++, XGW++	U7XH2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DSL	XHY++, XGY++	U7XH4	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 2-Wire ISDN	XHQ++, XGQ++	U7XJ2	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) 4-Wire DS1	XQ1++	U7KKX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Connect (cross-connect) DS3	XQ3++	U7XLX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire Analog	XHG++, XGG++	NRMOU	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire Analog	XHK++, XGK++	NRMOV	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire DSL	XHW++, XGW++	NRMOW	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DSL	XHY++, XGY++	NRMOX	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 2-Wire ISDL	XHQ++, XGQ++	NRMOY	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) 4-Wire DS1	XQ1++	NRMOZ	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Provisioning Disconnect (for disconnect) DS3	XQ3++	NRMO1	
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 12Kft. And < 17.5Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Load Coils - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Bridged Tap - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13MR-SL	MI	SUB-LOOPS	Sub-Loop Non-Recurring Charges Sub-Loop Conditioning Remove Repeater - For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++		
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 2-Wire	MUJ++, UOB++, UOR++	CXCT2	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) 4-Wire	MUJ++, UOB++, UOR++	CXCT4	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS1/LT1	MUJ++, UOB++, UOR++	CXCDCX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3/LT3	MUJ++, UOB++, UOR++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects (for Loops) DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++	CXCBX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7NX, UK3++	NRBCL	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDC	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7MX, UK1++	NKCUL	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7MX, UK1++	NR95W	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7MX, UK1++	NR95X	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7MX, UK1++	NR95Y	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7MX, UK1++	NR95Z	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Service Order Portion to be applied to each critical date below	UB5++, EE7NX, UK3++	NKCUM	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Design Lay Out Report Date	UB5++, EE7NX, UK3++	NR951	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Records Issue Date	UB5++, EE7NX, UK3++	NR952	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Designed Verified and Assigned Date	UB5++, EE7NX, UK3++	NR953	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge, per Last Critical Date Reached DS1 Plant Test Date	UB5++, EE7NX, UK3++	NR954	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS1	UB5++, EE7MX, UK1++	NR957	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge Per Order or Occasion DS3	UB5++, EE7NX, UK3++	NR958	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS1 - Design and Coordination (with Mileage)	UB5++, EE7MX, UK1++, MUJ++	NKCUU	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 without mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS1 facility with mileage design and coordination	UB5++, EE7MX, UK1++, MUJ++	NKCUR	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUO	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-channelized DS3 facility with mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Non-Channelized DS3 Design and Coordination without mileage	UB5++, EE7NX, UK3++, MUJ++	NKCUQ	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Channelized DS3 without mileage design and coordination	UB5++, EE7NX, UK3++, MUJ++	NKCUT	
13	MI	UNBUNDLED EXCHANGE ACCESS LOOP	Special Access to UNE Conversion Project administration charge per service order	UB5++, EE7NX, UK3++, MUJ++	NKCUY	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) 'Dark Fiber Interoffice Transport - NRC		NR9D6	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Inquiry (Per Request) Interoffice inquiry (Service Order) Charge, per request		NKCUN	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation 'Administrative per Order		NRB51	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Installation Dark Fiber Interoffice Transport - NRC		NRB54	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Administrative per Order		NR9H2	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Disconnect 'Dark Fiber Interoffice Transport - NRC		NR9H5	
13	MI	ROUTINE MODIFICATION	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	MI	OPERATIONS SUPPORT SYSTEM	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	MI	OPERATIONS SUPPORT SYSTEM	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7LX	U2QXC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7LX	U2QXB	B

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7LX	U2QXA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Service Coord. Fee per account, per CO	MUJ++, UOB++, UOR++	UFE	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	4U1XC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	4U1XB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7MX	4U1XA	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7MX	U4D3C	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7MX	U4D3B	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7MX	U4D3A	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLA3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLA2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLA1	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLC3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLC2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLC1	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLB3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLB2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLB1	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLD3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLD2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLD1	A

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14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	UWRA3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	UWRA2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	UWRA1	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	2SLF3	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	2SLF2	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	2SLF1	A
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	MUJ++, UOB++, UOR++	4SL13	C
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	MUJ++, UOB++, UOR++	4SL12	B
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	MUJ++, UOB++, UOR++	4SL11	A
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area C - Rural	MUJ++, UOB++, UOR++	UY5FC	C
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area B - Suburban	MUJ++, UOB++, UOR++	UY5FB	B
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Loop Access Area A - Metro	MUJ++, UOB++, UOR++	UY5FA	A
14	WI	LOOP MAKE-UP	Loop Qualification Process - Mechanized	MUJ++, UOB++, UOR++	NR98U	
14	WI	LOOP MAKE-UP	Loop Qualification Process - Manual	MUJ++, UOB++, UOR++	NRBXU	
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBXV	
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBXW	
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBXZ	
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Repeater Options	MUJ++, UOB++, UOR++	NRBNL	
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal Bridged Tap Option	MUJ++, UOB++, UOR++	NRBNK	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	WI	LOOP MODIFICATION	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT Removal of Load Coil	MUJ++, UOB++, UOR++	NRBNJ	
14	WI	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP* Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	MUJ++, UOB++, UOR++	NRMRJ	
14	WI	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP* Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	MUJ++, UOB++, UOR++	NRMRP	
14	WI	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP* Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	MUJ++, UOB++, UOR++	NRMRS	
14	WI	LOOP MODIFICATION	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP* Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	MUJ++, UOB++, UOR++	NRMRM	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Service Order - Establish	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	SEPUP	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Service Order - Establish - Disconnect	MUJ++, UOB++, UOR++, EE7JX, EE7KX	NR9OE	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Service Order - Add/Change	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	REAH9	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Line Connection - Stand alone UNE loop	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	SEPUC	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Line Connection - Stand alone UNE loop - Disconnect	MUJ++, UOB++, UOR++, EE7JX, EE7KX	NR9OG	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Line Connection Add/Change		REAH5	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Bus Record Work Only		NR9UP	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Service Order - Establish	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	SEPUP	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Service Order - Establish - Disconnect	MUJ++, UOB++, UOR++, EE7JX, EE7KX	NR9OE	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Service Order - Add/Change	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	REAH9	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Line Connection	MUJ++, UOB++, UOR++, EE7JX, EE7LX, EE7KX	SEPUC	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Line Connection - Disconnect	MUJ++, UOB++, UOR++, EE7JX, EE7KX	NR9OG	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Line Connection Add/Change		REAH5	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges Res Record Work Only		NR9UP	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order - Line Connection Establish - Interim Rate per Second Interim Order - 2 Wire digital Disconnect	MUJ++, UOB++, UOR++, EE7LX	NKCQM	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Service Order - Line Connection per termination - DSO/Digital Disconnect	MUJ++, UOB++, UOR++, EE7LX	NKCQN	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Non-Recurring Charges Administrative Charge - per order	MUJ++, UOB++, UOR++, EE7MX	NR9OR	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Non-Recurring Charges Administrative Charge - per order - Disconnect	MUJ++, UOB++, UOR++, EE7MX	NR9OT	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Non-Recurring Charges Design & Central Office Connection Charge-per circuit	MUJ++, UOB++, UOR++, EE7MX	NR9OU	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Non-Recurring Charges Design & Central Office Connection Charge-per circuit - Disconnect	MUJ++, UOB++, UOR++, EE7MX	NR9OV	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Non-Recurring Charges Customer Connection Charge per Termination	MUJ++, UOB++, UOR++, EE7MX	NR9OW	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Administrative Charge - per order	MUJ++, UOB++, UOR++, EE7MX	NR9OY	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Administrative Charge - Disconnect Order	MUJ++, UOB++, UOR++, EE7MX	NR9OZ	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Design & Central Office Connection Charge, per circuit	MUJ++, UOB++, UOR++, EE7MX	NR9O1	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Design & Central Office Connection Charge, per circuit - Disconnect	MUJ++, UOB++, UOR++, EE7MX	NR9O2	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop Non-Recurring Charges Customer Connection Charge per Termination	MUJ++, UOB++, UOR++, EE7MX	NR9O3	
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7SPA	A
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SPB	B
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7SPC	C
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7SPA	A
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SPB	B
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SPC	C
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7SPA	A
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7SPB	B

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7SPC	C
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7SPA	A
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7SPB	B
13MR-SL	WI	SUB-LOOPS	ECS to SAI sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7SPC	C
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7SQA	A
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SQB	B
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7SQC	C
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7SQA	A
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SQB	B
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SQC	C
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7SQA	A
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7SQB	B
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7SQC	C
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7SQA	A
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7SQB	B
13MR-SL	WI	SUB-LOOPS	ECS to Terminal sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7SQC	C
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7SRA	A
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SRB	B
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7SRC	C
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7SRA	A
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SRB	B
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SRC	C
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7SRA	A
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7SRB	B
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7SRC	C
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7SRA	A

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7SRB	B
13MR-SL	WI	SUB-LOOPS	ECS to NID sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7SRC	C
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7SSA	A
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SSB	B
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7SSC	C
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7SSA	A
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SSB	B
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SSC	C
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7SSA	A
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7SSB	B
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7SSC	C
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7SSA	A
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7SSB	B
13MR-SL	WI	SUB-LOOPS	SAI to Terminal sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7SSC	C
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7STA	A
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7STB	B
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7STC	C
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7STA	A
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7STB	B
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7STC	C
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7STA	A
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7STB	B
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7STC	C
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7STA	A
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7STB	B
13MR-SL	WI	SUB-LOOPS	SAI to NID sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7STC	C
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area A	XHG++, XGG++	U7SUA	A
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area B	XHG++, XGG++	U7SUB	B
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire Analog - area C	XHG++, XGG++	U7SUC	C
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area A	XHK++,XGK++	U7SUA	A
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area B	XHK++,XGK++	U7SUB	B
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire Analog - area C	XHK++,XGK++	U7SUC	C

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL Compatible - area A	XHW++, XGW++	U7SUA	A
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL Compatible - area B	XHW++, XGW++	U7SUB	B
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 2 Wire DSL Compatible - area C	XHW++, XGW++	U7SUC	C
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL Compatible - area A	XHY++, XGY++	U7SUA	A
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL Compatible - area B	XHY++, XGY++	U7SUB	B
13MR-SL	WI	SUB-LOOPS	Terminal to NID sub-loop 4 Wire DSL Compatible - area C	XHY++, XGY++	U7SUC	C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area A	XHG++, XGG++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area B	XHG++, XGG++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire Analog - area C	XHG++, XGG++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area A	XHK++,XGK++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area B	XHK++,XGK++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire Analog - area C	XHK++,XGK++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area A	XHW++, XGW++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area B	XHW++, XGW++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire DSL - area C	XHW++, XGW++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DSL - area A	XHY++, XGY++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DSL - area B	XHY++, XGY++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DSL - area C	XHY++, XGY++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - area A	XHQ++, XGQ++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - area B	XHQ++, XGQ++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 2 Wire ISDN Compatible - area C	XHQ++, XGQ++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DS1 Compatible - area A	XQ1++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DS1 Compatible - area B	XQ1++		B
13MR-SL	WI	SUB-LOOPS	NID sub-loop element 4 Wire DS1 Compatible - area C	XQ1++		C
13MR-SL	WI	SUB-LOOPS	NID sub-loop element DS3 compatible subloop - area A	XQ3++		A
13MR-SL	WI	SUB-LOOPS	NID sub-loop element DS3 compatible subloop - area B	XQ3++		B

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	WI	SUB-LOOPS	NID sub-loop element DS3 compatible subloop - area C	XQ3++		C
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire Analog Sub-Loop - Disconnect	XHG++, XGG++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire Analog Sub-Loop	XHG++, XGG++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire Analog Sub-Loop - Disconnect	XHG++, XGG++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire xDSL Digital Sub-Loop	XHW++, XGW++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire xDSL Digital Sub-Loop - Disconnect	XHW++, XGW++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire xDSL Digital Sub-Loop	XHY++, XGY++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire xDSL Digital Sub-Loop - Disconnect	XHY++, XGY++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire ISDN Digital Sub-Loop	XHQ++, XGQ++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 2-Wire ISDN Digital Sub-Loop - Disconnect	XHQ++, XGQ++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire DS1 Digital Sub-Loop	XQ1++		
13MR-SL	WI	SUB-LOOPS	Sub-Loop Non-Recurring Charges 4-Wire DS1 Digital Sub-Loop - Disconnect	XQ1++		
13MR-SL	WI	SUB-LOOPS	Service Order Charge Establish, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	WI	SUB-LOOPS	Service Order Charge Establish, per occasion - Disconnect	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	WI	SUB-LOOPS	Service Order Charge Add or change, per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	WI	SUB-LOOPS	Service Order Charge Record Work Only	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	WI	SUB-LOOPS	Line Connection Charge per occasion	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
13MR-SL	WI	SUB-LOOPS	Line Connection Charge per occasion - Disconnect	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++		
14	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLD	
13MR-SL	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Line & Station Transfer (LST) performed on CODSLAM Loop	MUJ++, UOB++, UOR++	URCLB	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 2-Wire	MUJ++, UOB++, UOR++, EE7JX, EE7LX	CXCT2	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects 4-Wire	MUJ++, UOB++, UOR++, EE7KX	CXCT4	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS1/LT1	MUJ++, UOB++, UOR++, EE7MX	CXCDC	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3/LT3	MUJ++, UOB++, UOR++, EE7NX	CXC8X	
13	WI	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects DS3 C.O. Cross-Connect to Collocation	MUJ++, UOB++, UOR++, EE7NX	CXCBX	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDC	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transpor Inquiry (Per Request) - NRC		NR9D6	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Connect		NRB51	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Firm Order (Per Fiber Strand) Administrative per Order Disconnect		N49H2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Connect		NRB54	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Transport - NRC Disconnect		NR9H5	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge Disconnect - Per Circuit	UB5++, EE7MX, UK1++	TBD	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect Order	UB5++, EE7NX, UK3++	TBD	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBCL	

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge Disconnect - Per Circuit	UB5++, EE7NX, UK3++	TBD	
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	
13	WI	ROUTINE MODIFICATIONS	Routine Modifications of Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++	N3RUE	
7	WI	OPERATIONS SUPPORT SYSTEM (OSS)	Maintenance of Service Charge	MUJ++, UOB++, UOR++, UB5++, EE7JX, EE7KX, EE7LX, EE7MX, EE7NX, UK3++, UK1++	VRP	
13MR-SL	WI	OPERATIONS SUPPORT SYSTEM (OSS)	Sub-Loops - Maintenance of Service Charge	XHG++, XGG++, XHK++, XGK++, XHW++, XGW++, XHY++, XGY++, XHQ++, XGQ++, XQ1++, XQ3++	VRP	

Exhibit B

AT&T ILEC (“AT&T”)	CLEC Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	TDS Metrocom, LLC	Interconnection	10/24/2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	TDS Metrocom, LLC	Interconnection	12/20/2001
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	TDS Metrocom, LLC	Interconnection	6/7/2002

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC

Signature: eSigned - Joel DohmeierSignature: eSigned - Kristen E. ShoreName: eSigned - Joel Dohmeier
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Director- Gov't and Regulatory Affairs
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 07 Oct 2022Date: 10 Oct 2022**TDS Metrocom, LLC****Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Michigan Bell Telephone Company d/b/a
AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN
AND
TDS METROCOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ILLINOIS, MICHIGAN AND WISCONSIN") and TDS Metrocom, LLC, TDS Metrocom, LLC ("CLEC"). AT&T ILLINOIS, MICHIGAN AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T ILLINOIS, MICHIGAN AND WISCONSIN's service territory in the State(s) of Illinois, Michigan and Wisconsin.

WITNESSETH:

WHEREAS, AT&T ILLINOIS, MICHIGAN AND WISCONSIN and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as effective on June 16, 2002 (the "Agreement"); and

WHEREAS, AT&T ILLINOIS, MICHIGAN AND WISCONSIN conducted a collaborative open to members of the CLEC community and representatives of the state Commissions staffs for Illinois, Indiana, Michigan, Ohio and Wisconsin for the purpose of discussing a successor Remedy Plan for the AT&T Midwest Region (Collaborative Review). The AT&T Midwest Region proposal was for a 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Remedies Plan (the "Plan") for the States of Illinois, Indiana, Michigan, Ohio and Wisconsin; and

WHEREAS, there were no objections in the Collaborative Review to AT&T's proposed 2-year extension, via an Amendment, of the current Commission approved and ordered Performance Measures and Plan.

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2024.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. 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. (Reservation of Rights Language "ROR")
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL

REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
7. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2023 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2023, remedies are effective with February 2023 performance data which will be reported in March 2023 with remedies due being payable in April 2023.

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH
CAROLINA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T
ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

AND

TDS METROCOM, LLC

Signature: eSigned - Andrew PetersenSignature: eSigned - Kristen E. ShoreName: eSigned - Andrew Petersen
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Sr. Vice President-Corporate Affairs
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 18 Nov 2022Date: 18 Nov 2022**TDS Metrocom, LLC****BellSouth Telecommunications, LLC d/b/a AT&T
NORTH CAROLINA, Illinois Bell Telephone Company,
LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone
Company d/b/a AT&T MICHIGAN, Wisconsin Bell,
Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc.,
its authorized agent**

State	Resale OCN	CLEC OCN
ILLINOIS	---	2320
MICHIGAN	---	5353
WISCONSIN	7804	682A,7804

Description	ACNA Code(s)
ACNA(s)	MSN,RRI

**AMENDMENT TO THE AGREEMENT
BETWEEN
TDS METROCOM, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T NORTH CAROLINA, ILLINOIS BELL
TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY
D/B/A AT&T MICHIGAN, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit C. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit C; and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, 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. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT 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 Agreement, but rather, shall be coterminous with such 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 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. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Exhibit C

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Last Signature Date
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	TDS Metrocom, LLC	Interconnection	September 21, 2001
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	TDS Metrocom, LLC	Interconnection	November 28, 2001
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	TDS Metrocom, LLC	Interconnection	September 26, 2022
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	TDS Metrocom, LLC	Interconnection	March 1, 2002

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

[illegible]

LWT	IL	AT&T LOCAL WHOLESale TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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	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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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	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	

[illegible]

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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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, 2023 - 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	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	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	

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	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			