

# AT&T Wholesale Agreement

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

Dated as of May 12, 2000

by and between

AMERITECH ILLINOIS

and

Z-TEL COMMUNICATIONS, INC.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**Agreement**), is effective as of the 12th day of May, 2000 (the **Effective Date**), by and between Ameritech Illinois, an Illinois corporation with offices at 225 W. Randolph, Chicago, Illinois 60606, (Ameritech Illinois referred to herein as **Ameritech**) and Z-Tel Communications, Inc., a Delaware corporation with an office at 601 S. Harbour Island Blvd., Suite 220, Tampa, Florida 33602.

**RECITALS**

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

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

C. CLEC has been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

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

E. 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 Telecommunications Services as required by the Act as set forth herein.

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

## **ARTICLE I DEFINITIONS AND CONSTRUCTION**

### **I.1 Structure.**

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

**I.2 Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement.

### **I.3 Interpretation.**

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **(include,)** **(includes)** and **(including)** shall be deemed to be followed by the phrase **(without limitation)**. The words **(shall)** and **(will)** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, CLEC or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

**I.4 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**I.5 Regional Matters.**

- (a) CLEC has a regional administrative structure in which its central region (**Region**) comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Illinois and its Affiliates conduct business operations and in which Ameritech Illinois and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Illinois and CLEC currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
  - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
  - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

## **ARTICLE II GENERAL SERVICE RELATED PROVISIONS**

### **II.1 Interconnection Activation Date.**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III** and **IV** for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to Ameritech's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding (**Interconnection Activation Date**) shown for each LATA and Wire Center set forth on **Schedule 2.1**. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in **Section 3.4.4**. **Schedule 2.1** may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

### **II.2 Bona Fide Request.**

Any request by CLEC for certain services, including features, capabilities, functionality, Network Elements or combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on **Schedule 2.2**.

### **II.3 Technical References.**

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on **Schedule 2.3** (the **Technical Reference Schedule**) to assist the Parties in meeting their respective responsibilities hereunder.

### **II.4 Use of Services.**

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

## ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

### III.1 Scope.

**Article III** 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 business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

### III.2 Interconnection Points and Methods.

III.2.1 In each LATA identified on **Schedule 2.1**, CLEC and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and CLEC Wire Centers on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, CLEC, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

III.2.3 If CLEC elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with CLEC's facilities via Collocation, CLEC shall provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than either (i) Ameritech provides to CLEC hereunder or (ii) CLEC provides to other similarly situated Telecommunications Carriers unless CLEC can demonstrate and the Commission agrees that (x) CLEC's costs to provide Collocation to Ameritech are greater than Ameritech's costs to provide Collocation to CLEC or (y) CLEC must make special arrangements to provide such Collocation to Ameritech in its Central Offices.

### **III.3 Fiber-Meet.**

III.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (**SONET**) transmission system.

Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in **Exhibit A**, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 8.1**).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (**OLTM**) equipment in the Ameritech Interconnection Wire Center (**AIWC**) identified for each LATA set forth on **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

III.3.3 CLEC shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the CLEC Interconnection Wire Center (**CIWC**) identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. CLEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CLEC to Ameritech, Ameritech will allow CLEC access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

III.3.5 CLEC shall designate a manhole or other suitable entry-way immediately outside the ATIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to CLEC, CLEC will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CLEC's receipt of such request.

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

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



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

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

### **A3.3 Interconnection Points and Methods for Interconnection Using Collocation**

If the Parties Interconnect their networks using Collocation in Ameritech's Wire Centers, the following requirements shall apply, subject to the terms, conditions and restrictions set forth in **Article XII**:

A3.3.1 CLEC will request Interconnection with Ameritech at specific points in Ameritech's network. The following options are available for (i) the termination of traffic to the Ameritech network, (ii) the termination of traffic to the CLEC network and (iii) the transiting of traffic to/from a third party network. Exhibit B shows the physical configuration and interconnection of this architecture.

A3.3.2 Local and IntraLATA Toll Traffic - Originating on the CLEC network, Terminating on the Ameritech network.

A3.3.2.1 CLEC will, at its option, build trunk groups to Ameritech in any technically feasible manner, including using any of the following three options:

A3.3.2.1.1 From CLEC Collocated equipment in an Ameritech Wire Center to the Ameritech Tandem;

A3.3.2.1.2 From CLEC Collocated equipment in an Ameritech Wire Center to the Ameritech End Office Switch; or

A3.3.2.1.3 From CLEC 4ESS Switches located at CLEC POPs to the nearest Ameritech Wire Center with a Tandem or appropriate End Office.

A3.3.2.2 Interfaces for this Interconnection will be based upon the following:

A3.3.2.2.1 DS1: From an CLEC-Collocated DDM-2000 to an Ameritech Central Office Switch;

A3.3.2.2.2 SONET STS1: From an CLEC-Collocated DDM-2000 to an Ameritech 5ESS®-2000 Central Office Switch; and

A3.3.2.2.3 DS1/DS3: From an CLEC 4ESS Switch at an CLEC POP to an Ameritech Wire Center using new trunk groups on existing facilities.

### **III.4 Interconnection in Additional LATAs.**

III.4.1 If CLEC determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, CLEC shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) the initial Wire Centers CLEC has designated in the new LATA; (ii) CLEC's requested Interconnection Activation Date; and (iii) a non-binding forecast of CLEC's trunking requirements.

III.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center CLEC has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

III.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days.

Within ten (10) Business Days of Ameritech's receipt of CLECs notice specified in **Section 3.4.1**, Ameritech and CLEC shall confirm the AIWCs, the ATIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to **Schedule 2.1**.

**III.5 Additional Interconnection in Existing LATAs.** If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, CLEC shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional CLEC Central Offices, Ameritech shall be entitled, upon written notice thereof to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

**III.6 Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6, (equal in quality)** means the same technical criteria and service standards that a Party uses within its own network. If CLEC requests an Interconnection that is of a different quality than that provided

by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

### **III.7 Network Management.**

III.7.1 CLEC and Ameritech shall work cooperatively to install and maintain a reliable network. CLEC and Ameritech 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.

III.7.2 CLEC and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

### **III.8 Standards of Performance.**

III.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with **Section 3.6** as determined by this **Section 3.8** and (ii) as required by the Commission (collectively, the “**Interconnection Performance Benchmarks**”).

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on **Schedule 3.8** (each, an **Interconnection Performance Activity**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the **Providing Partys' Interconnection Records**) and to other LECs (the **Other LEC Interconnection Records**) and parallel records of the Interconnection that the Providing Party provides to the other Party (the **Other Partys' Interconnection Records**) and shall use the methods described in **Schedule 3.8** to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by CLEC and provided by Ameritech pursuant to **Section 3.6** and a Bona Fide Request.

III.8.3 The Providing Party shall provide to the Other Party for each calendar month (a **Reporting Period**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a (Specified Performance Breach).

Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

III.8.7 The Parties' agreement to the procedures set forth in this **Section 3.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

### **III.9 9-1-1 Service.**

III.9.1 Ameritech shall provide 9-1-1 Service to CLEC as described in this **Section 3.9** in each Rate Center in which (i) CLEC is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

### III.9.2 Service and Facilities Provided.

- (a) Ameritech will provide CLEC with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide CLEC with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route CLEC's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If CLEC forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, Ameritech will display a Central Office identification code for display at the PSAP.
- (b) CLEC will provide the necessary trunking to route originating 9-1-1 traffic from CLECs End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at **Section 2 of Schedule 3.9**. CLEC may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- (c) Ameritech will provide to CLEC, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by CLEC. The address and routing file will be provided by exchange rate center or community upon request. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to CLEC in a paper format any updates to the address and routing file.
- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:
  - (1) Ameritech provided format requirements and a delivery address for CLEC to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(h)**;
  - (2) Coordination of error resolution involving entry and update activity;

- (3) Provisioning of specific 9-1-1 routing information on each access line;
  - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by CLEC is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category (Optional Manual Update); and
  - (5) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- (e) CLEC shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the **9-1-1 Control Office Software Enhancement Connection Charge**). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, CLEC may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.
- (f) In the event of an Ameritech or CLEC 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
- (h) CLEC or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. CLEC is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. CLEC shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by CLEC or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (i) CLEC will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. CLEC will notify Ameritech if the traffic study information

indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the (busy day/busy hour) criteria.

III.9.3 Compensation. In addition to the amounts specified in **Section 3.9.2**, CLEC shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

III.9.4 Liability for CNA Data. Ameritech is not liable for the accuracy and content of CNA data that CLEC delivers to Ameritech. CLEC is responsible for maintaining the accuracy and content of that data as delivered.

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

**IV.1 Scope of Traffic.** **Article IV** prescribes parameters for trunk groups (the **Local/IntraLATA Trunks**) to be effected over the Interconnections specified in **Article III** for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties respective Telephone Exchange Service Customers.

**IV.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

#### **IV.3 Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

IV.3.2 Notwithstanding anything to the contrary contained in this **Article IV**, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

IV.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem. Pursuant to **Article V**, each Party shall establish and maintain separate trunk groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches.

IV.3.5 Each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks for use in a pre-existing Interconnection arrangement, subject to **Section 19.12** of this Agreement.

#### **IV.4 Signaling.**

Signaling Interconnection may be used for signaling between CLEC switches, between CLEC switches and Ameritech switches, and between CLEC switches and those third party networks with which Ameritech's SS7 network is interconnected.

IV.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) within the SS7 signaling message, if available. If CCIS is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling at the rates set forth at Item V of the Pricing Schedule.

IV.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

IV.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating exchange access, such information shall be passed by a Party to the extent that such information is provided to such Party.

IV.4.4 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 transmission to allow for ISDN interoperability between the Parties' respective networks.



#### **IV.5 Grades of Service.**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

#### **IV.6 Measurement and Billing.**

IV.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

#### **IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).**

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or CLEC which a Telephone Exchange Service Customer originates on Ameritech's or CLEC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule.

IV.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to **Article XIII** shall be as specified in **Section 13.7**.

**ARTICLE V**  
**TRANSMISSION AND ROUTING OF EXCHANGE**  
**ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

**V.1 Scope of Traffic.** Article V prescribes parameters for certain trunk groups (**Access Toll Connecting Trunks**) to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers. Compensation for such Exchange Access traffic is provided for in Article VI.

**V.2 Trunk Group Architecture and Traffic Routing.**

V.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to CLEC's Customers.

V.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and nontranslated 800/888 traffic to allow CLEC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

V.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that CLEC utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

V.2.4 In each LATA identified on Schedule 2.1, each CLEC End Office Switch in that LATA shall subtend each Ameritech access Tandem in that LATA.

V.2.5 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## **ARTICLE VI MEET-POINT BILLING ARRANGEMENTS**

### **VI.1 Meet-Point Billing Services.**

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 CLEC shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in **Schedule 6.1** and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in **Schedule 6.1** as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (NECA) FCC Tariff No. 4. CLEC shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

VI.1.4 Each Party shall implement the **(Multiple Bill/Single Tariff)** option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

### **VI.2 Data Format and Data Transfer.**

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 CLEC shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to CLEC, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage

recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and CLEC shall use best efforts to utilize electronic data transfer.

VI.2.4 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 Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of CLEC and Access Detail Usage Data is not submitted to CLEC by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result CLEC is delayed in billing IXC, late payment charges will be payable by Ameritech to CLEC. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VI.2.6 If Summary Access Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by CLEC to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the SBC in a timely fashion.

### **VI.3 Errors or Loss of Access Usage Data.**

VI.3.1 Errors may be discovered by CLEC, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

**VI.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**VI.5 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements.** In addition to the limitations of liability set forth in Article XXVI and elsewhere in this Agreement, the

following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this **Article VI**:

VI.5.1 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 only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in **Section 6.3.2**.

VI.5.2 In recognition that neither Party is being compensated for services rendered under this **Article VI**, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this **Article VI** exceed \$10,000 in any one (1) month period.

## **ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **VII.1 Information Services Traffic.**

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

VII.1.2 The Party (**Originating Party**) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (**Terminating Party**) to whose information platform the Information Services Traffic terminated.

VII.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.

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

- (a) The Information Services Billing and Collection fee set forth at Item III of the Pricing Schedule; and

- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

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

VII.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

## **VII.2 BLV/BLVI Traffic.**

VII.2.1 Busy Line Verification (**BLV**) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

VII.2.2 Busy Line Verification Interrupt (**BLVI**) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

VII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **VII.3 Transit Service.**

VII.3.1 Although Ameritech is not required to provide Transit Service (as defined below) under the Act, Ameritech agrees that it shall provide Transit Service to CLEC on the terms and conditions set forth in this **Section 7.3**.

VII.3.2 **Transit Service** means the delivery of certain traffic between CLEC and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from CLEC to such third party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to CLEC where Ameritech carries such traffic pursuant to the Commission's primary toll carrier (**PTC**) plan or other similar plan.

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

- (a) For Local Traffic and IntraLATA Toll Traffic originating from CLEC that is delivered over the Transit Service (**Transit Traffic**):

- (1) CLEC shall:
    - (A) Pay to Ameritech a Transit Service charge equal to the rate for (i) Tandem Switching or End Office Termination, as applicable plus any applicable Tandem Transport Termination and Transport Facility Mileage elements, in each case as set forth at Item II of the Pricing Schedule; and
    - (B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this **Section 7.3** imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.
  - (2) Ameritech shall remit to CLEC any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to CLEC from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to CLEC ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to CLEC in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not CLEC) shall be responsible to pay Ameritech the applicable Transit Service charge.
  - (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from CLEC in accordance with the terms and conditions of such PTC arrangement.

VII.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to CLEC, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to CLEC and (ii) the termination of this Agreement, Ameritech will provide CLEC with Transit Service.



VII.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, CLEC is responsible to follow the Exchange Message Record (EMR) standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

VII.3.6 For purposes of this **Section 7.3**, Ameritech agrees that it shall make available to CLEC, at CLEC's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## **ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**VIII.1 Plan.** Within ninety (90) days after the Effective Date, CLEC and Ameritech shall jointly develop a plan (the **Plan**) which shall define and detail:

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

**VIII.2 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of **Article XII**.

**VIII.3 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of **Section 3.8**.

**VIII.4 Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

**ARTICLE IX**  
**UNBUNDLED ACCESS -- SECTION 251(c)(3)**

**IX.1 Access to Network Elements.**

IX.1.1 Ameritech shall provide CLEC access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. Ameritech shall provide CLEC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of **Article II** and as required by the Act, in a manner that shall allow CLEC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this **Article IX**, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to CLEC if:

- (1) The Commission concludes that:
  - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
  - (B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

IX.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, CLEC shall pay to Ameritech any applicable special construction charges.

**IX.2 Network Elements** At the request of CLEC, Ameritech shall provide CLEC access to the following Network Elements on an unbundled basis:

IX.2.1 Local Loops, as more fully described on Schedule 9.2.1;

IX.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

IX.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

IX.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

IX.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

IX.2.6 Operations Support Systems (OSS) Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

IX.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

**IX.3 Combination of Network Elements.**

IX.3.1 Ameritech shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a Combination) in order to provide a Telecommunications Service. When purchasing a Combination, CLEC will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which CLEC has requested that the elements be combined.

IX.3.2 Except upon the request of CLEC, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

IX.3.3 Upon CLEC's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of CLEC that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by CLEC in any technically feasible manner to allow CLEC to provide a Telecommunications Service.

IX.3.4 Ameritech shall make available to CLEC the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.4**.

9.3.4.2 Loop Combination. This Combination is described on **Schedule 9.3.4**.

9.3.4.3 Switching Combination #1. This Combination is described on **Schedule 9.3.4**.

IX.3.5 The following Network Elements and Combinations shall be requested by CLEC in accordance with **Section 9.6**:

9.3.5.1 Unbundled Loop - Distribution.

9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.

9.3.5.3 Unbundled Loop - Feeder.

9.3.5.4 Loop/Network Combination. This Combination is described on **Schedule 9.3.5**.

9.3.5.5 Switching Combination #2. This Combination is described on **Schedule 9.3.5**.

9.3.5.6 Switching Combination #3. This Combination is described on **Schedule 9.3.5**.

9.3.5.7 Switched Data Services. This Combination is described on **Schedule 9.3.5**.

9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on **Schedule 9.3.5**.

IX.3.6 Any request by CLEC for Ameritech to provide any Combination other than as set forth in **Section 9.3.4**, to combine the unbundled Network Elements of Ameritech with CLEC, or to perform any other function under this **Section 9.3** shall be made by CLEC in accordance with **Section 9.6**.

#### **IX.4 Nondiscriminatory Access to and Provision of Network Elements.**

IX.4.1 Subject to **Section 9.4.4**, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to CLEC shall be the same for all Telecommunications Carriers requesting access to such Network Element.

IX.4.2 Subject to **Section 9.4.4**, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to CLEC hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

IX.4.3 Ameritech shall provide CLEC access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to **Section 9.1.2**.

IX.4.4 Upon the request of CLEC, Ameritech shall provide to CLEC a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by CLEC for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by CLEC in accordance with **Section 9.6**.

#### **IX.5 Provisioning of Network Elements.**

IX.5.1 Ameritech shall provide CLEC unbundled Network Elements as set forth on **Schedule 9.5**.

IX.5.2 Ameritech shall provide CLEC access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that CLEC purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in **Schedule 9.2.6** and the Implementation Plan.

IX.5.3 Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, CLEC shall comply with the requirements of **Section 10.11.1**.

## **IX.6 Availability of Additional or Different Quality Network Elements.**

Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

## **IX.7 Pricing of Unbundled Network Elements.**

IX.7.1 Ameritech shall charge CLEC the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If CLEC requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge CLEC for any additional and reasonable labor charges to perform such services.

IX.7.2 In addition to any other applicable charges under this **Article IX**, if CLEC purchases unbundled Local Switching elements, CLEC shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. §69.124, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
  - (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act; and
- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in **Section 9.7.2(a)** and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;

- (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or
- (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act.

IX.7.3 If CLEC orders a Combination identified in **Section 9.3.4** and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, CLEC shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

**IX.8 Billing.** Ameritech shall bill CLEC for access to unbundled Network Elements pursuant to the requirements of **Article XXVII** to this Agreement.

**IX.9 Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in **Schedule 10.13**.

9.9.2 If (i) CLEC reports to Ameritech a suspected failure of a Network Element, (ii) CLEC requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then CLEC shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

**IX.10 Standards of Performance.**

IX.10.1 Ameritech shall provide to CLEC access to unbundled Network Elements (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the **Ameritech Network Element Performance Benchmarks**).

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of (i) specific criteria listed on **Schedule 9.10.2**, which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by CLEC and provided by Ameritech pursuant to **Section 9.6** and a Bona Fide Request (each, a **Network Element Performance Activity**). Ameritech shall maintain records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the **Ameritech NE Records**) and parallel records of the access to unbundled Network Elements Ameritech

provides to (x) CLEC (the **CLEC NE Records**) and (y) other LECs in the aggregate (the **Other LEC NE Records**).

The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Ameritech shall provide to CLEC for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the CLEC NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a **(Specified Performance Breach)**. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) Ameritech shall not be required to provide to CLEC those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by another LEC pursuant to 47 C.F.R. §51.311(c) and **Section 9.6** and which are superior to that which Ameritech provides to CLEC hereunder, (y) the Other LEC NE Records shall be provided to CLEC on an aggregate basis and (z) such Other LEC NE Records shall be provided to CLEC in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

IX.10.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Specified Performance Breach by Ameritech, CLEC may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.



IX.10.6 CLEC shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Ameritech offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

IX.10.7 The Parties' agreement to the procedures set forth in this **Section 9.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **ARTICLE X**

### **RESALE AT WHOLESALE RATES--SECTION 251(c)(4)**

**X.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the date on which the Commission approves this Agreement, at the request of CLEC, Ameritech will make available to CLEC for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to CLEC for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the **Resale Services**) as more specifically listed on **Schedule 10.1**:

- (i) Local Service - Residence, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (ii) Local Service - Business, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (iii) Message Toll Service, as described in ILL. C.C. No. 20, Part 9;
- (iv) PBX Trunk, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (v) ISDN Direct Service, as described in ILL. C.C. No. 20, Part 17;
- (vi) ISDN Prime Service, as described in ILL. C.C. No. 20, Part 18;
- (vii) Ameritech Centrex Service, as described in ILL. C.C. No. 19, Part 5, Section 1 and 2, ILL. C.C. No. 19, Part 6, Section 3, ILL. C.C. No. 20, Part 5, Section 2, and ILL. C.C. No. 20, Part 7;
- (viii) Dedicated Communications Services, as described in ILL. C.C. No. 20, Part 12, Section 2;

- (ix) Inbound Services, as described in ILL. C.C. No. 20, Part 10, Section 1, ILL. C.C. No. 20, Part 12, Section 1, and ILL. C.C. No. 19, Part 10, Section 1 and 2; and
- (x) Customer Owned Pay Telephone Services, as described in ILL. C.C. No. 20, Part 13, Section 2.

The Resale Services shall be made available to CLEC at the rates set forth at Item VI of the Pricing Schedule.

**X.2 Other Services.** Ameritech may, at its sole discretion, and as agreed to by CLEC, make available to CLEC under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

**X.3 Limitations on Availability of Resale Services.**

The following limitations shall apply to Resale Services:

X.3.1 Any Telecommunications Services which Ameritech offers to existing retail subscribers, but not to new subscribers (**Grandfathered Services**) are listed on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to CLEC for resale to any Customer of Ameritech that subscribes to a Grandfathered Service from Ameritech at the time of its selection of CLEC as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by Ameritech, Ameritech agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to CLEC for resale to CLEC's Customers that subscribe to such Grandfathered Service at the time it is so classified by Ameritech. Grandfathered Services shall be made available to CLEC at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each CLEC Resale Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to CLEC and will bill such service to CLEC from its retail billing systems.

X.3.2 Any Telecommunication Services which Ameritech currently intends to discontinue offering to any retail subscriber (**Sunsetted Services**) are set forth on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to CLEC for resale to CLEC's Customers who are subscribers to the Sunsetted Service either from Ameritech or CLEC at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to CLEC on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.

**X.4 Additional Charges for Resale Services.** In addition to the rates set forth at Item VI of the Pricing Schedule, CLEC shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by CLEC, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

**X.5 Restrictions on Resale Services.**

X.5.1 To the extent ordered by the Commission, CLEC may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to CLEC Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

X.5.3 Nothing in this Agreement shall require Ameritech to provide to CLEC promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Unless permitted by the Commission or FCC after the Effective Date, CLEC shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, CLEC may not purchase Resale Services for its own use.

X.5.6 Ameritech may impose additional restrictions on CLEC's sale of Resale Services only as permitted by the Act, Commission and the FCC.

**X.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings and as provided in the Implementation Plan, notify CLEC of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, Ameritech shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, Ameritech shall furnish CLEC with reasonable quantities of publicly available collateral information regarding the Resale Services.

**X.7 Operations Support Systems Functions.** Ameritech shall provide CLEC, upon CLEC's request and pursuant to the Implementation Plan, nondiscriminatory access to Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

**X.8 Nondiscriminatory Provision of Resale Services.**

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

**X.9 Standards of Performance.**

X.9.1 Ameritech shall provide Resale Services to CLEC (i) in accordance with **Section 10.8** as determined by this **Section 10.9** and (ii) as required by the Commission (collectively, the **Resale Performance Benchmarks**).

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in **Schedule 10.9.2** (each, a **Resale Performance Activity**) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the **Ameritech Resale Records**) and parallel records of the Resale Services provided to (i) CLEC (the **CLEC Records**) and (ii) on an aggregate basis, resellers of Telecommunications Services other than CLEC (the **Other Reseller Records**).

Ameritech believes, after good faith inquiry, that **Schedule 10.9.2** is a complete and accurate description of all criteria used as of the Effective Date by Ameritech to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures criterion in assessing its performance in providing such Resale Service to Ameritech's retail Customers or begins measuring additional criteria.

X.9.3 Ameritech shall provide to CLEC for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech Resale Records, the CLEC Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale

Performance Benchmark is statistically significant, then Ameritech shall have committed a **Specified Performance Breach**. Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to CLEC (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI).

X.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, CLEC may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law; or
- (b) Ameritech shall pay to CLEC as liquidated damages any amounts that CLEC is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 CLEC shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers, including those described on **Schedule 10.9.6**.

X.9.7 The Parties' agreement to the procedures set forth in this **Section 10.9** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **X.10 Branding.**

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by CLEC for CLEC's Customers, unless Ameritech places a restriction on such rebranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that Ameritech lacks the capability to comply with such rebranding request.

X.10.2 Ameritech shall make available to CLEC, upon CLEC's request, the ability to route:

- (i) Local Directory Assistance calls dialed by CLEC's Customers directly to CLEC Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by CLEC Customers directly to the CLEC Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the CLEC Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit CLEC Customers to dial the same telephone numbers for Ameritech Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

X.10.4 CLEC shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall CLEC state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to CLEC's Customers, except to the extent CLEC deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of CLEC under this Agreement.

X.10.5 In those instances where CLEC requires Ameritech personnel to interface directly with CLEC Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing CLEC.

X.10.6 Any (**no access**) cards and time and materials invoices furnished during service calls by Ameritech personnel to CLEC Customers shall be available to CLEC for review and shall be provided to CLEC Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of CLEC pursuant to this Agreement provide information to any existing CLEC Customer about Ameritech products or services.

X.10.8 CLEC shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this **Section 10.10**.

## **X.11 Primary Local Exchange and Interexchange Carrier Selections.**

X.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. Ameritech shall not require a disconnect order from an CLEC Customer, or another LEC, in order to process an CLEC order for Resale Service for an CLEC Customer. Ameritech shall advise CLEC whenever an CLEC Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary local exchange carrier, CLEC shall deliver to Ameritech a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by CLEC under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to Ameritech prior to the first order submitted by CLEC. CLEC shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency, relating to the Customer's selection of CLEC as its primary local exchange carrier, which documentation shall be available for inspection by Ameritech at its request during normal business hours.

X.11.2 **Carrier Selection Disputes**. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (**Unauthorized Switching**), Ameritech shall switch that Customer back to CLEC in accordance with the terms of ILL. C.C. No. 20, Part 22 (the **Resale Tariff**). However, in the case of unauthorized changes of CLEC Customers to Ameritech, Ameritech shall also have the duties of the (Carrier) as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to CLEC.
- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other



governmental entity, Ameritech agrees to report on CLEC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.

- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

X.11.3 When Ameritech receives an order for Resale Service from CLEC for CLEC's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier (**Carrier of Record**) for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 10.11.3**.

X.11.4 When notified by CLEC or through the Customer Access Record Exchange system (CARE) that a Customer has changed its primary interexchange carrier (**PIC**) selection only from one IXC to another IXC, Ameritech shall provision the PIC only change. Ameritech will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

## **X.12 Functionality Required To Support Resale Service.**

X.12.1 Directory Listing Requirements. Ameritech shall make available to CLEC for CLEC Customers directory listings in accordance with the provisions of **Article XV**.

X.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to CLEC's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) (**TLN**) from the Line Identification Database (**LIDB**).

X.12.3 Telephone Assistance Programs. Upon conversion to CLEC's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of CLEC. If CLEC's Customer is newly qualified for a Telecommunications Assistance Program, CLEC must send Ameritech the necessary qualification documentation.

X.12.4 9-1-1 Services. Ameritech shall provide to CLEC, for CLEC Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate CLEC Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services.

X.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) (**Special Services**), Ameritech shall provide such data to CLEC on the CSR made available to Ameritech for its Customers. For usage by an CLEC Customer of a Telephone Relay Service, Ameritech will provide CLEC with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.6**.

### **X.13 Service Functions.**

X.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for all CLEC Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any CLEC service or product directly to CLEC in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding CLEC services do not in any way disparage or discriminate against CLEC or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with CLEC Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

X.13.2 Operations Support Systems Functions Provisioning.

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. Initially, the interface for ordering will be separate from the interface used for pre-ordering and provisioning. By the end of the first quarter of 1997, the interface for ordering will migrate to the pre-ordering and provisioning interface. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS),

Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in **Schedule 10.13.2** and Ameritech's Service Order Interface Document, version 2.00. The electronic interface to be provided by Ameritech will provide system to system communications on a real-time basis (response in seconds), with built-in error recovery and built in operations, administration and maintenance functionality, at a ninety-five percent (95%) network reliability level. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.

- (b) **Service Ordering and Provisioning.** Service Orders will be placed by CLEC and provisioned by Ameritech in accordance with the procedures described in **Section 10.7**. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 10.9.1**.
- (c) **Provisioning Support.** Ameritech shall provide provisioning support to CLEC on the same basis Ameritech provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) **Status Reports.** After receipt and acceptance of a Service Order, Ameritech shall provide CLEC with service status notices on an exception basis.
- (e) **Engineering Support.** When requested by CLEC, Ameritech shall provide timely engineering support.
- (f) **Requests for Service Changes.** Where Ameritech provides installation, Ameritech's representatives shall inform an CLEC Customer to contact CLEC if such Customer requests a service change at the time of installation.
- (g) **Non-Interruption of Service.** Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of an CLEC Customer's Resale Service, unless directed to do so by CLEC by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than CLEC.

### X.13.3 Operations Support Systems Functions - Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), T1-Telecommunications (T1) - Operations, Administration, Maintenance and Provisioning (OAM&P), standard T1.227-95 and T1.228-95 and the Ameritech Electronic Bonding Interface (EBI) document. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in **Sections 10.7** and **10.8** and **Schedule 10.13**.

## **X.14 Responsibilities of CLEC.**

X.14.1 CLEC shall be responsible for providing to its Customers and to Ameritech a telephone number or numbers that CLEC's Customers can use to contact CLEC in the event of service or repair requests. If CLEC's Customers contact Ameritech with regard to such requests, Ameritech shall inform such Customers that they should call CLEC and will provide CLEC's contact numbers to such Customers. At CLEC's request, Ameritech shall provide a "warm" transfer to CLEC of calls it receives from CLEC's Customers for service or repair requests at the rates to be agreed upon by the Parties.

X.14.2 CLEC shall provide Ameritech with accurate and complete information regarding CLEC's Customers in a method reasonably prescribed by Ameritech to allow Ameritech to keep its Emergency Telephone Number Service database updated, if Ameritech maintains such a database.

X.14.3 Prior to the Effective Date, CLEC shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

### **X.15 Responsibilities of Ameritech.**

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 (**E9-1-1**) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both CLEC and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

### **X.16 Exchange of Billing Information.**

X.16.1 Ameritech shall provide CLEC a specific Daily Usage File (**DUF**) for Resale Services provided hereunder (**Customer Usage Data**). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for each individual Resale Service and shall include sufficient detail to enable CLEC to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to CLEC detailed specifications which will enable CLEC to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in **Section 10.16.4**, no other detailed billing shall be provided by Ameritech to CLEC.

X.16.2 Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If CLEC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. Upon CLEC's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify CLEC, and CLEC, at its option and expense, may pursue

any rights which Ameritech may have under such agreements to contest such charge. If CLEC elects not to contest such charges or such Information Service provider does not accept the recourse, CLEC will promptly pay Ameritech for such charges and the dispute shall be solely between CLEC and the Information Service provider.

X.16.3 CLEC shall be responsible for providing all billing information to its Customers who purchase Resale Services from CLEC.

X.16.4 Ameritech shall bill CLEC for Resale Services provided by Ameritech to CLEC pursuant to the provisions of **Article XXVII**. Ameritech shall recognize CLEC as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

#### **X.17 Use of Service.**

X.17.1 CLEC, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of CLEC or, as appropriate to CLEC's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to CLEC, or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

X.17.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or Ameritech's Customers.

X.17.5 If CLEC's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or CLEC's Customers, CLEC shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

## **ARTICLE XI NOTICE OF CHANGES -- SECTION 251(c)(5)**

If a Party makes (i) a change in its network which will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions which affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

## **ARTICLE XII COLLOCATION -- SECTION 251(c)(6)**

### **XII.1 Physical Collocation.**

Ameritech shall provide to CLEC Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to **Article III**) or for access to unbundled Network Elements (pursuant to **Article IX**), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Ameritech shall provide CLEC Collocation only for the purpose of Interconnection or access to Ameritech's Network Elements.

**XII.2 Virtual Collocation in Physical Collocation Space.** Where CLEC is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, CLEC may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case CLEC shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**XII.3 Virtual Collocation in Virtual Collocation Space.** Where CLEC is Virtually Collocated in a space which was initially prepared for Virtual Collocation, CLEC may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms of this Agreement or (ii) unless it is not practical for technical reasons or because of space limitations,

convert its Virtual Collocation to Physical Collocation at such Premises, in which case CLEC shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which CLEC shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

#### **XII.4 Nondiscriminatory Collocation.**

Collocation shall be made available to CLEC by Ameritech on a basis that is at parity to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to CLEC under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

#### **XII.5 Collocation Equipment**

XII.5.1 Eligible Equipment. CLEC may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);
- (f) Data voice equipment; and
- (g) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §64.1401 and 64.1402.

XII.5.2 Restrictions. CLEC shall not be permitted to Collocate switching equipment or equipment used to provide enhanced services. CLEC may, however, collocate equipment necessary for Interconnection or access to unbundled Network Elements, including equipment to be used for signal regeneration functions (**hubbing equipment**), but not switching functions. Additionally, CLEC shall be permitted to Collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.



**XII.6 Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, CLEC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

**XII.7 Interconnection with other Collocated Carriers.**

Upon written request to Ameritech, CLEC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) CLEC's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) CLEC provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of CLEC and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If CLEC Interconnects its network with another collocating Telecommunications Carrier pursuant to this **Section 12.7**, CLEC shall, in addition to its indemnity obligations set forth in **Article XXV**, indemnify Ameritech for any Loss arising from CLEC's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier, to the extent caused by the actions or inactions of CLEC.

**XII.8 Interconnection Points and Cables.**

**XII.8.1 Ameritech shall:**

12.8.1.1 provide CLEC an Interconnection point or points physically accessible by both Ameritech and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.8.1.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for CLEC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.1.3 permit CLEC Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

12.8.1.4 permit CLEC Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

XII.8.2 When CLEC and Ameritech are located in a "condo" building, CLEC shall be allowed to locate, in CLEC's Wire Center, equipment that normally would have been Collocated in Ameritech's Wire Center to enable CLEC to access Ameritech's unbundled Network Elements. Such equipment will be connected to Ameritech's unbundled Network Elements through a mid-span meet arrangement at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitations on the distance between Wire Centers. CLEC will pay all costs (as defined in Section 252(d) of the Act) relating to any such mid-span meet arrangement and will also be responsible for the connection between CLEC's Wire Center and Ameritech's facilities.

## **XII.9 Allocation of Collocation Space.**

XII.9.1 CLEC may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of **Schedule 12.9.1**. Ameritech shall notify CLEC in writing if another Telecommunications Carrier requests Collocation space that is reserved by CLEC. CLEC shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that CLEC relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of **Schedule 12.9.1**. Failure of CLEC to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by CLEC to relinquish such space.

XII.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide CLEC Physical Collocation when existing space in such Premises has been exhausted.

XII.9.3 CLEC will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in **Schedule 12.9.3**. Ameritech will attempt to deliver Collocation pursuant to CLEC's forecasts to the extent that Collocation space is then available.

**XII.10 Security Arrangements.** CLEC shall adopt, at the request of Ameritech and at CLEC's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate CLEC's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

**XII.11 Subcontractor and Vendor Approval.** Ameritech shall permit CLEC to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, Ameritech shall allow CLEC to have an Ameritech-approved vendor install updates to collocated equipment, including software updates.

## **XII.12 Delivery of Collocated Space.**

XII.12.1 Ameritech shall provide CLEC with a single point of contact for all inquiries regarding Collocation. CLEC shall request space for Collocation by delivering a written request to Ameritech. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities CLEC will require for such space, (iv) the equipment to be housed in such space, (v) CLEC's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate CLEC's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which CLEC intends to initiate service from such space. Ameritech shall notify CLEC in writing within ten (10) Business Days of receiving CLEC's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to CLEC when space for Physical Collocation will be made available to CLEC and shall offer to CLEC Virtual Collocation Space in accordance with **Section 12.12.3**. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of CLEC's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of CLEC's request for Virtual Collocation pursuant to **Section 12.12.1**, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

## XII.12.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of CLEC's request, Ameritech shall include in its notice to CLEC (i) the space to be provided and (ii) whether Ameritech can deliver the space to CLEC by the date set forth in **Section 12.12.2(c)**.
- (b) If CLEC's requested Physical Collocation space is available, Ameritech and CLEC shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of CLEC's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) Ameritech shall deliver to CLEC the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of CLEC's request for Collocation, (ii) ninety (90) days from the receipt of CLEC's Initial COBO Payment (as provided on **Schedule 12.12**) and (iii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to CLEC such space within the foregoing intervals (such date of delivery referred to as the **(Delivery Date)**).
- (d) Physical Collocation space ordered by CLEC will be made available to CLEC by Ameritech as more fully described in **Section 1** of **Schedule 12.12**.
- (e) If Ameritech does not provide CLEC with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by an CLEC Delaying Event), CLEC shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing CLEC for recurring charges for the Collocated space on the date such space is made available to CLEC for occupancy (the **Occupancy Date**). CLEC shall vacate the Collocated space if either (i) CLEC fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) CLEC fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If CLEC is required to vacate the space pursuant to this **Section 12.12.2(f)**, CLEC shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, CLEC still requires Collocation in that Premises, CLEC

shall be required to submit a new request for Collocation pursuant to the provisions of **Section 12.12.1**.

- (g) Physical Collocation will be subject to the additional rules and regulations set forth in **Section 2.0** of **Schedule 12.12**, and CLEC shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to CLEC when construction of CLEC Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At CLEC's request Ameritech shall provide, within three (3) months after receiving CLEC's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide CLEC with equipment node enclosures within such three (3) month period, Ameritech shall notify CLEC of this fact within ten (10) Business Days from the receipt of CLEC's request. The Parties shall then negotiate a reasonable time frame.
- (j) After completion of construction, CLEC and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from CLEC's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by CLEC.

#### XII.12.3 Virtual Collocation.

- (a) If CLEC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and CLEC elects Virtual Collocation, and such Virtual Collocation is available at the time of CLEC's request, Ameritech shall include in its notice to CLEC described in **Section 12.12.1**, (i) the space to be provided and (ii) whether Ameritech can deliver the space to CLEC by the date set forth in **Section 12.12.3(c)**.
- (b) Ameritech and CLEC will have an initial walkthrough of the Collocated space to be provided to CLEC for Virtual Collocation on the earlier of (i) ten (10) Business Days of Ameritech's verification of the Virtual Collocation space to be provided to CLEC and (ii) fourteen (14) calendar days after Ameritech's receipt of CLEC's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide CLEC with (i) documentation submitted to and received

- from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses and (ii) a parallel installation sequence.
- (c) Ameritech shall deliver to CLEC the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of CLEC's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to CLEC such space within twelve (12) weeks (such date of delivery referred to as the **(Delivery Date?** and Ameritech notified CLEC of this fact within ten (10) Business Days from Ameritech's receipt of CLEC's request.
  - (d) Virtual Collocation space ordered by CLEC will be made available to CLEC by Ameritech, as more fully described in **Section 3** of **Schedule 12.12**.
  - (e) Ameritech shall provide positive confirmation to CLEC when construction of CLEC-collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
  - (f) After completion of construction, CLEC and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any charge orders requested by CLEC.
  - (g) Ameritech shall install cross-connects when cross-connecting for thru connect purposes as directed by CLEC at the rates provided at Item VII of the Pricing Schedule.

**XII.13 Pricing.** The prices charged to CLEC for Collocation are set forth at Item VII of the Pricing Schedule.

**XII.14 Billing.** Ameritech shall bill CLEC for Collocation pursuant to the requirements of **Article XXVII** to this Agreement.

**XII.15 Common Requirements.** The requirements set forth on **Schedule 12.15** shall be applicable to both Physical and Virtual Collocation.

**XII.16 Additional Requirements.** The additional requirements set forth on **Schedule 12.16** shall be applicable to Physical Collocation.

## **XII.17 Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

XII.17.1 Ameritech and CLEC shall restrict access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment enclosures, to CLEC employees and other authorized non-CLEC personnel to the extent necessary to perform their specific job function.

XII.17.2 CLEC shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to CLEC.

XII.17.3 Ameritech shall allow CLEC periodically to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures and furnish CLEC with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured CLEC space, subject to **Section 12.17.2** and **Article XX** and, in the case of Virtual Collocation, payment by CLEC of the cost of Ameritech escorts.

XII.17.4 For Physical Collocation, Ameritech shall furnish to CLEC a current written list of Ameritech's employees who Ameritech authorizes to enter CLEC's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

XII.17.5 Ameritech shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

XII.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for CLEC's specific Physical Collocation space which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that CLEC shall immediately provide Ameritech with such new keys.

XII.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

## **XII.18 Standards of Performance.**

Ameritech shall provide Collocation to CLEC in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.



## **ARTICLE XIII**

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

#### **XIII.1 Provision of Local Number Portability.**

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

#### **XIII.2 Interim Number Portability (INP).**

The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding (**RCF**), Direct Inward Dialing (**DID**) or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Rate Center; provided further that if the applicable Rate Center is divided into rate districts, then such telephone number must remain within the same serving rate district.

#### **XIII.3 Remote Call Forwarding (RCF).**

XIII.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of **Section 10.11.1** and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

XIII.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record (**EMR**) containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System (**AEBS**).

**XIII.3.3** Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

**XIII.3.4** If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF or DID arrangement pursuant to the Customer's instructions at that time.

**XIII.3.5** For ported numbers using RCF, CLEC shall provide in the 9-1-1 information CLEC provides to Ameritech under this Agreement both the ported number and CLEC's RCF number if CLEC has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by CLEC, in the PSAP database to the extent that the database is capable of storing both numbers.

**XIII.4 Direct Inward Dialing.** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

**XIII.5 NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be

accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

### **XIII.6 Other Interim Number Portability Provisions.**

XIII.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

XIII.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

XIII.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

XIII.6.4 Ameritech and CLEC will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

**XIII.7 Compensation on Traffic to INP'ed Numbers.** The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this **Section 13.7**, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the **Performing Party**) which performs the INP to the other Party (the **Receiving Party**) for whose Customer the INP is provided.

XIII.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in **Section 13.7.3** in lieu of any other compensation charges for terminating such traffic.

XIII.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation (**Recip**

**Traffic**), (ii) intrastate FGD charges (**Intra Traffic**), or (iii) interstate FGD charges (**Inter Traffic**). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this **Section 13.7.2**.

**XIII.7.3** The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

**XIII.8 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability.

**XIII.9 Permanent Number Portability.** The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

#### **XIII.10 Other INP Methods.**

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

### **ARTICLE XIV DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)**

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

## **ARTICLE XV**

### **DIRECTORY LISTINGS -- SECTION 251(b)(3)**

**XV.1 Directory Listings.** Ameritech shall cause the Publisher to include Primary Listings of CLEC's Customers (**CLEC Directory Customers**) in its White Pages Directories under the following terms and conditions:

XV.1.1 Publisher will publish the Primary Listing of CLEC Directory Customers located within the geographic scope of Publisher's directories at no charge.

XV.1.2 Listings of such CLEC Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

XV.1.3 Publisher shall provide CLEC with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

XV.1.4 Ameritech or its Publisher must receive all Primary Listings of CLEC Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide CLEC with appropriate service order close dates within thirty (30) days of this information becoming available.

XV.1.5 Publisher may include, at no charge, Primary Listings of CLEC Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

XV.1.6 Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

**XV.2 Listing and Listing Updates.** CLEC will provide CLEC Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

XV.2.1 CLEC shall provide its CLEC Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. CLEC acknowledges that Ameritech or its Publisher may impose a charge for changes to CLEC Directory Customer Listings previously provided by CLEC to Ameritech or its Publisher.

XV.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database

or the directory listing of an CLEC Directory Customer, CLEC shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on CLEC Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of CLEC shall be provided to Publisher.

XV.2.3 CLEC will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of CLEC's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

XV.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of CLEC; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where CLEC has notified Ameritech to include listing for third party publication.

XV.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of CLEC on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and CLEC may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of CLEC.

## **ARTICLE XVI**

### **ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224**

#### **XVI.1 Structure Availability.**

XVI.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, **Structure**) owned or controlled by Ameritech for the placement of CLEC's wires, cables and related facilities (individually

and collectively, **Attachments**). (**Rights-of-way**) means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's own or leased property if such property is used for communications distribution facilities; provided, however until such time as may be ordered otherwise by the FCC or Commission, 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. The availability of 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 16.19**, 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 Ameritech owns and controls Structure or interests therein.

XVI.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this **Article XVI**, "**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 will, in good faith, explore potential accommodations with CLEC. If Ameritech denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide CLEC a detailed, written reason for such denial as soon as practicable but in any event within forty-five (45) days of the date of such request.

**XVI.2 Franchises, Permits and Consents.** 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 Structure it uses. CLEC shall indemnify Ameritech against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

**XVI.3 Access and Modifications.** Where necessary to accommodate a request for access of CLEC, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. If Ameritech and CLEC are unable to agree on a reasonable cost or time frame for the completion of access-related work, Ameritech may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

XVI.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate CLEC, may at Ameritech's option, include modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

XVI.3.2 If CLEC requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech 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 desires to extend its own Attachments, Ameritech will construct Structure to accommodate CLEC's Attachments.

XVI.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of Ameritech shall be borne by CLEC, the other requesting party or Ameritech, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including Ameritech, 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, uses the modification to bring its Structure or Attachments 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 or Ameritech 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. If an attaching party, including Ameritech, makes an Attachment to the facility 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.

XVI.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. CLEC and other parties, including Ameritech, 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. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

**XVI.4 Installation and Maintenance Responsibility.** 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 or by other attaching parties. Work performed by CLEC on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location 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 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 with notice before entering any Structure for construction or maintenance purposes.

**XVI.5 Installation and Maintenance Standards.** 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, Bellcore Construction Practices, 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.

**XVI.6 Implementation Team.** The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing CLEC access to Ameritech's Structure and appropriate penalties for failure to timely complete process steps for which fixed intervals or negotiated intervals have been assigned. Ameritech will provide CLEC with access to information regarding the provision of access to Ameritech's Structure which will be sufficient for CLEC to verify that Ameritech is providing CLEC with access to its Structure that is comparable to that provided by Ameritech to itself, its subsidiaries, Affiliates and other persons requesting access to Ameritech's Structure.

**XVI.7 Access Requests.** Any request by CLEC for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Leasing Coordinator. Ameritech may prescribe a reasonable process for orderly administration of such requests. CLEC's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access.

**XVI.8 Unused Space.** Excepting maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of CLEC, Ameritech or other providers of Telecommunications Services or cable television systems. CLEC may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

**XVI.9 Maintenance Ducts.** One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

**XVI.10 Applicability.** The provisions of this Agreement shall apply to all Ameritech Structure now occupied by CLEC except for structures covered in the provisions of CLEC - Ameritech Easement or Condominium Agreements listed in Schedule 16.10.

**XVI.11 Other Arrangements.** CLEC's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

**XVI.12 Cost of Certain Modifications.** If Ameritech 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. However, if such alteration is required solely due to Ameritech's negligence in originally installing the structure, Ameritech shall be responsible for CLEC's expenses.

**XVI.13 Maps and Records.** Ameritech will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure. Upon request, Ameritech will meet with CLEC to clarify matters relating to maps, records or additional information. Ameritech does not warrant the accuracy or completeness of information on any maps or records.

**XVI.14 CLEC Access.** CLEC shall provide Ameritech with notice before entering any Ameritech Structure.

**XVI.15 Occupancy Permit.** CLEC occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has notified CLEC that such Structure is available for CLEC's Attachments, (c) if CLEC ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if CLEC fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, Ameritech shall (i) provide CLEC notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require CLEC to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide CLEC with at least sixty (60) days' written notice prior to (x) terminating a permit or service to an CLEC Attachment or removal thereof for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Agreement), 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 shall remove CLEC's Attachments at CLEC's expense.

**XVI.16 Inspections.** Ameritech may make periodic inspections of any part of the Attachments of CLEC located on Ameritech Structures. Inspections shall be made to (i) ensure that CLEC's

Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that CLEC's Attachments are subject to a valid permit and conform to all applicable standards as set forth in **Section 16.5**. Where reasonably practicable to do so, Ameritech shall provide prior written notice to CLEC of such inspections.

**XVI.17 Damage to Attachments.** Both CLEC and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which CLEC obtains access hereunder. Subject to the limitations in **Article XXVI**, the Party damaging the Attachments of the other shall be responsible to the other therefor.

**XVI.18 Charges.** Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, Ameritech's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of Illinois, including any Affiliate of Ameritech. The charges as of the Effective Date are set forth at Item VIII of the Pricing Schedule and Ameritech reserves the right to periodically adjust such charges consistent with the foregoing. A deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

**XVI.19 Nondiscrimination.** Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

**XVI.20 Interconnection.**

XVI.20.1 Upon request by CLEC, Ameritech will permit the interconnection of ducts or conduits owned by CLEC in Ameritech manholes. However, such interconnection in Ameritech manholes will not be required where modification of Ameritech's Structure to accommodate CLEC's request for interconnection is possible.

XVI.20.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for and reasons of insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to CLEC's request within forty-five (45) days of Ameritech's receipt of such request.

XVI.20.3 CLEC shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to **Section 16.20**.

**XVI.21 Cost Imputation.** Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

**XVI.22 Structure Leasing Coordinator.** Requests for access to Ameritech Structure shall be made through Ameritech's Structure Leasing Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to Ameritech's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

**XVI.23 State Regulation.** The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with the regulations of the state in which Ameritech 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 hereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

**XVI.24 Abandonments, Sales or Dispositions.** Ameritech 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 shall condition the sale or other disposition subject to the rights granted to CLEC hereunder.

**XVI.25 Standards of Performance.** Ameritech shall provide Structures to CLEC in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

## **ARTICLE XVII REFERRAL ANNOUNCEMENT**

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

## ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

**XVIII.1 Implementation Team.** The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the **Implementation Team**) which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. The processes described in this **Article XVIII** and agreement reached by the Parties in the Implementation Plan shall not (i) relieve either Party of its obligations to perform any duties under this Agreement, the Act or any obligation which must be performed by January 1, 1997 as imposed by the FCC or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

**XVIII.2 Implementation Plan.** Within ninety (90) days after the Effective Date, the Implementation Team shall reach agreements on items to be included in the operations manual (the **Implementation Plan**), which shall include (i) processes, and procedures, and milestone agreements reached by the Implementation Team, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 8.1**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Procedures that specify the requisite time period(s) in which Ameritech shall give CLEC notice and the applicable information and specifications regarding any changes to interfaces of the OSS functions;
- (4) Escalation procedures for provisioning and maintenance;
- (5) Single points of contact for provisioning and maintenance;
- (6) Service ordering and provisioning procedures, including provision of the trunks and facilities;

- (7) Provisioning and maintenance support;
- (8) Conditioning of Collocation spaces and maintenance of Virtually Collocated equipment;
- (9) Procedures and processes for Directories and Directory Listings;
- (10) Service referral procedures, including procedures for handling misdirected inquiries and calls and procedures for handling out-of-service or irate Customers;
- (11) Training;
- (12) Billing, including measurements, rating and validation process;
- (13) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process;
- (14) Joint systems readiness and operational readiness plans; and
- (15) Guidelines for administering access to Rights-of-way, poles and conduits of Ameritech.

Subject to the terms and conditions of this Agreement (including **Section 19.5**), the Implementation Plan will ensure that no later than the end of Contract Month 6, the operational interfaces will be capable of supporting all classes and complexities of orders for Network Elements and Resale Services and all Network Elements and Resale Services are available to order, at all required volume levels.

**XVIII.3 Action of Implementation Team.** The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

**XVIII.4 Further Coordination and Performance.** Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or

proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representatives on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

## **XVIII.5 Operational Review.**

XVIII.5.1 Representatives of CLEC and Ameritech will meet on a quarterly basis, beginning with the end of the first quarter of 1997, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and the agreed-upon numbers of CLEC Customers for residential and business Resale Services are successfully completed per day;
- (b) Interfaces and processes are operational and the agreed-upon numbers of orders for Combinations are successfully completed per day;
- (c) When applicable, Interfaces and processes are operational and the agreed-upon numbers of orders for unbundled Loops are successfully completed per day;
- (d) Review of all agreed-upon performance standards; and
- (e) The accuracy rate for bills for wholesale bill validation process.

XVIII.5.2 Notwithstanding the foregoing, in the event Ameritech fails to provide access to electronic interfaces used in pre-ordering, ordering, maintenance and provisioning that permit CLEC to be operational on January 1, 1997, as required by the FCC, due to Ameritech's failure to engage in joint interface planning with CLEC sufficiently before January 1, 1997, then Ameritech shall pay to CLEC as liquidated damages an amount up to \$10,000 per day, in the discretion of Commission, for each day of deficiency after January 1, 1997.

## **ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES**

**XIX.1 Compliance with Implementation Schedule.** Each of Ameritech and CLEC shall use its best efforts to comply with the Implementation Schedule.

**XIX.2 Compliance with Applicable Law.** Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (**Applicable Laws**) that relate to its obligations under this Agreement.

**XIX.3 Necessary Approvals.** 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 persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**XIX.4 Environmental Hazards.** 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 (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

### **XIX.5 Forecasting Requirements.**

XIX.5.1 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 Customers in their respective designated service areas.

XIX.5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and volume requirements for the Interconnection, and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.2** shall be deemed **(Proprietary Information)** under **Article XX**.

XIX.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is required pursuant to this Agreement to provide a forecast (the **(Forecast Provider)**) or a Party that is entitled pursuant to this Agreement to receive a forecast (the **(Forecast Recipient)**) with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a **Binding Forecast**) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding **Section 20.1.1**, the Parties agree that each forecast provided under this **Section 19.5.3** shall be deemed **Proprietary Information** under **Article XX**.

**XIX.6 Certain Network Facilities.** Each Party is individually responsible to provide facilities within its network which 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 using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under **Sections 19.5.1, 19.5.2** and, if applicable, **19.5.3**. 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.

### **XIX.7 Traffic Management and Network Harm.**

**XIX.7.1** Each Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

**XIX.7.2** 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.

**XIX.7.3** 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.

**XIX.7.4** Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

**XIX.8 Insurance.** At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

**XIX.9 Labor Relations.** 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 (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

**XIX.10 Good Faith Performance.** 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, as the case may be.

**XIX.11 Responsibility to Customers.** Each Party is solely responsible to its Customers for the services it provides to such Customers.

**XIX.12 Unnecessary Facilities.** No Party shall construct facilities which require another Party to build unnecessary facilities.

**XIX.13 Cooperation.** The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**XIX.14 NXX Code Administration.** Each Party is responsible for administering NXX codes assigned to it.

**XIX.15 LERG Listings.** Each Party is responsible for obtaining Local Exchange Routing Guide (LERG) listings of CLLI codes assigned to its switches.

**XIX.16 LERG Use.** Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

**XIX.17 Switch Programming.** Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**XIX.18 Transport Facilities.** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

## ARTICLE XX PROPRIETARY INFORMATION

### XX.1 Definition of Proprietary Information.

#### XX.1.1 Proprietary Information means:

- (a) all proprietary or confidential information of a Party (a **Disclosing Party**) including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a **Receiving Party**) pursuant to this Agreement and, if written, is marked (Confidential) or (Proprietary) or by other similar notice or if oral or visual, is identified as (Confidential) or (Proprietary) at the time of disclosure; and
- (b) 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 subsection (a) above, 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**).

XX.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as (confidential), (proprietary) or other similar designation. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

XX.1.3 Notwithstanding the requirements of this **Article XX**, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed (**Proprietary Information**.)

## **XX.2 Disclosure and Use.**

XX.2.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**Representatives**) in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative 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 employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in connection with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives 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.

XX.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such Party shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives 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 a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

XX.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 20.3** 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.

XX.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance with **Section 20.3**.

### **XX.3 Government Disclosure.**

XX.3.1 If a Receiving Party desires to disclose or provide to the 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 order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

XX.3.2 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 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 20.3** with respect to all or part of such requirement.

XX.3.3 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 20.3**. 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 or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

#### **XX.4 Ownership.**

XX.4.1 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 (including any applicable Transition Period).

XX.4.2 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 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 (including any applicable Transition Period).

XX.4.3 The Receiving Party may at any time either return to the Disclosing Party or destroy Proprietary Information.

XX.4.4 If destroyed, all copies 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 treat such Proprietary Information in the manner required by this Agreement.

### **ARTICLE XXI TERM AND TERMINATION**

**XXI.1 Term.** The initial term of this Agreement shall expire on January 14, 2002 (the **Initial Term**) which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **Renewal Term**) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

## **XXI.2 Renegotiation of Prices and Terms.**

**XXI.2.1 Renegotiation of Prices.** Notwithstanding anything to the contrary contained herein, either Party may require negotiations of one or more of the rates, prices, and charges of the services to be provided under this Agreement to be effective on the date three (3) years after the Effective Date (the **Price Renegotiation Date**). Such negotiations shall be requested by delivery of written notice at least one-hundred twenty (120) days prior to the Price Renegotiation Date. In addition, if negotiations are required by a Party, the other Party may include as part of the negotiations any other rates, prices and charges of this Agreement which relate to those the other Party has requested be negotiated. If the Parties are unable to satisfactorily negotiate such rates, prices and charges within ninety (90) days of such written notice, the procedures set forth in **Section 21.2.3** shall be followed.

**XXI.2.2 Renegotiation of Terms.** Notwithstanding anything to the contrary contained herein, either Party may require negotiations of one or more of the rates, prices, charges, terms and conditions of the services to be provided under this Agreement effective upon expiration of the Initial Term or any Renewal Term. Such negotiations shall be requested by delivery of written notice at least one hundred twenty (120) days prior to the expiration of such Initial Term or Renewal Term. In addition, if negotiations are required by a Party, the other Party may include as part of the negotiations any other rates, prices, charges, terms, and conditions of this Agreement which relate to those the other Party has requested be negotiated. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges, terms or conditions within ninety (90) days of such written notice, the procedures set forth in **Section 21.2.3** shall be followed.

**XXI.2.3 Resolution of Unsatisfactory Negotiations.** If the Parties are unable to satisfactorily negotiate rates, prices, charges, terms and conditions pursuant to **Sections 21.2.1** or **21.2.2**, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the (i) Price Renegotiation Date, if pursuant to **Section 21.2.1** or (ii) applicable expiration date, if pursuant to **Section 21.2.2**, the Parties are unable to mutually agree on such new prices or terms or the Commission does not issue its order, the Parties agree that the rates, prices, charges and/or terms ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such Price Renegotiation Date or expiration date, as the case may be.

**XXI.3 Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement (**Defaulting Party**), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in **Section 28.3** and it shall be resolved in accordance with the procedures established in **Section 28.3**.

#### **XXI.4 Transitional Support.**

XXI.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement (**Transition Date**), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

XXI.4.2 Each Party agrees (i) to furnish services during a period for up to one (1) year (or such longer period as may be agreed by the Parties) after the Transition Date (**Transition Period**) on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, Ameritech and CLEC will cooperate in good faith to effect an orderly transition of service under this Agreement. Ameritech and CLEC agree to exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

**XXI.5 Payment Upon Expiration or Termination.** In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination; provided that a Party is entitled to recover such expenses under the provisions of this Agreement.

### **ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

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

### **ARTICLE XXIII CANCELLATION CHARGES**

Except as provided in **Sections 9.1.3** and **19.5.3**, pursuant to a Bona Fide Request or as otherwise provided in any applicable tariff or contract referenced herein, cancellation charges shall not be imposed upon, or payable by, either Party.



## ARTICLE XXIV SEVERABILITY

**XXIV.1 Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**XXIV.2 Non-Contravention of Laws .** Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

## ARTICLE XXV INDEMNIFICATION

**XXV.1 General Indemnity Rights.** Subject to Section 25.2, each Party (the **Indemnifying Party**) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the **Indemnified Party**) and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any Intellectual Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's

obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification;

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

**XXV.2 Limitation on Liquidated Damages.** Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified Party harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified Party.

**XXV.3 Indemnification Procedures.** Whenever a Claim shall arise for indemnification under this **Article XXV**, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any

defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Article XX**.

## **ARTICLE XXVI LIMITATION OF LIABILITY**

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

**XXVI.2 Apportionment of Fault.** In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

**XXVI.3 Limitation of Damages.** Except for indemnity obligations under **Article XXV**, Ameritech's liability to CLEC for any Loss resulting from any and all causes shall be as follows:

- a) Except for Ameritech's willful misconduct, with respect to any Claim for any Loss associated with the installation, provision, termination, maintenance, repair, or restoration of an individual Network Element or Combination provided for a specific CLEC Customer, Ameritech's liability shall be limited to the greater of: (i) the total amount that is or would have been charged to CLEC for the service or function not performed or improperly performed and (ii) the amount Ameritech would have been liable to its Customer if the Resale Service was provided directly to its Customer; and
- b) For all other Claims, including any Claims resulting from the failure of Ameritech to meet its parity obligations under this Agreement, CLEC shall be entitled to recover its proven damages, subject to the limitations of **Section 26.5**.

**XXVI.4 Limitations in Tariffs.** Each Party shall, to the maximum extent permitted by Applicable Law, provide in its tariffs and contracts with its Customers that relate to any Telecommunications

Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or other persons retained by such parties be liable to any Customer for any Consequential Damages (as defined in **Section 26.5** below). If a Party breaches its obligations under this **Section 26.4**, the breaching Party shall be liable to the nonbreaching Party for any and all Losses resulting from such breach, including the indemnification of and/or reimbursement for Losses arising from Claims by and from such breaching Party's Customers, to the extent such Losses would have been limited had the tariff or contract provisions referenced above in this Section been included.

**XXVI.5 Consequential Damages.** In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, **Consequential Damages**), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit (i) a Party's obligation under **Section 25.1** to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third person or (ii) a Party's liability to the other for willful or intentional misconduct.

**XXVI.6 Remedies.** Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

## **ARTICLE XXVII BILLING**

### **XXVII.1 Billing.**

XXVII.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this **Article XXVII** and the Implementation Plan.

XXVII.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

**XXVII.2 Recording.** To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

**XXVII.3 Payment Of Charges.** Subject to the terms of this Agreement, CLEC and Ameritech will pay each other within forty-five (45) calendar days from the date of an invoice (the **Bill Due Date**).

If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer (**EFT**) to the other Party's bank account. Within thirty (30) days of the Effective Date, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

**XXVII.4 Late Payment Charges.** 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 by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date, then a late payment penalty shall be assessed. The portion of the payment not received by the Bill Due Date shall accrue interest as provided in **Section 27.6**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

#### **XXVII.5 Adjustments.**

XXVII.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

XXVII.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party (**Underbilled Charges**); provided, however, that, except as provided in **Article XXVIII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to CLEC within ten (10) months of the date such usage was incurred.

**XXVII.6 Interest on Unpaid Amounts.** Except as otherwise provided in **Sections 6.2.5** and **6.2.6**, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Bill Due Date to and including the date that payment is actually made.

**ARTICLE XXVIII**  
**AUDIT RIGHTS, DISPUTED AMOUNTS**  
**AND DISPUTE RESOLUTION**

**XXVIII.1 Audit Rights.**

XXVIII.1.1 Subject to the restrictions set forth in Article XX and except as may be otherwise specifically provided in this Agreement, a Party (**Auditing Party**) may audit the other Party's (**Audited Party**) books, records, data and other documents, as provided herein, once each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. The scope of the audit shall be limited to the services provided and purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. 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. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

XXVIII.1.2 Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

XXVIII.1.3 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1½%) percent per month and (y) the highest rate of interest

that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to CLEC within ten (10) months of the date such usage was incurred.

XXVIII.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

XXVIII.1.5 Any Disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 28.1.1**. Any additional audit shall be at the requesting Party's expense.

#### **XXVIII.2 Disputed Amounts.**

XXVIII.2.1 If any portion of an amount due to a Party (the **Billing Party**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **Non-Paying Party**) 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; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, except as provided in **Section 28.1**, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

XXVIII.2.2 If the Non-Paying Party disputes a charge and does not pay such Disputed Amounts by the Bill Due Date, such Disputed Amounts shall be subject to late payment charges as set forth in **Section 27.4**. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges assessed no later than the second Bill Due Date after the resolution of the Dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

XXVIII.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

XXVIII.2.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to **Section 28.3**, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

XXVIII.2.5 The Parties agree that all negotiations pursuant to this **Section 28.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**XXVIII.3 Dispute Escalation and Resolution.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a **Dispute**) arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 28.3**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, the Parties shall attempt in good faith to address any default or resolve any Dispute according to the rules, guidelines or regulations of the Commission. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any CLEC Customer or Ameritech Customer.

**XXVIII.4 Equitable Relief.** Notwithstanding the foregoing, this **Article XXVIII** shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this **Article XXVIII**.



## ARTICLE XXIX REGULATORY APPROVAL

### XXIX.1 Commission Approval.

The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party agrees that this Agreement is satisfactory to them as an agreement under Sections 251 and 252 of the Act. Each Party agrees to fully support approval of this Agreement by the Commission (or the FCC) under Section 252 of the Act without modification; provided, however, that each Party may exercise its right to judicial review under Section 252(e)(6) of the Act, or any other available remedy at law or equity, with respect to any matter included herein by arbitration under the Act over the objection of such Party. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

**XXIX.2 Tariffs.** If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to CLEC or Ameritech) (an **Ameritech/CLEC Interconnect Tariff**), such Party shall (i) consult with the other Party reasonably in advance of such filing about the form and substance of such Ameritech/CLEC Interconnect Tariff, (ii) provide to such other Party its proposed Ameritech/CLEC Interconnect Tariff and obtain such other Party's agreement on the form and substance of such Ameritech/CLEC Interconnect Tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such Ameritech/CLEC Interconnect Tariff or other filing imposes obligations upon such Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such Ameritech/CLEC Interconnect Tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such Ameritech/CLEC Interconnect Tariffs as of the date on which the requirement to file such Ameritech/CLEC Interconnect Tariffs was lifted. Nothing in this **Section 29.2** shall be construed to grant a Party any right to review any tariff filing of the other Party other than the Ameritech/CLEC Interconnection Tariff, other than as provided under Applicable Law.

**XXIX.3 Amendment or Other Changes to the Act; Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and

nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an **Amendment to the Act**), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority.

**XXIX.4 Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 29.3**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

**XXIX.5 Proxy Rates.** In the event the initial rates under this Agreement are proxy rates established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

## ARTICLE XXX MISCELLANEOUS

### XXX.1 Authorization.

XXX.1.1 CLEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants to Ameritech that it has been certified as an LEC by the Commission and is authorized to provide in the State of Delaware the services it has contracted to provide herein.

**XXX.2 Designation of Affiliate.** Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary 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 hereunder of such Party's obligations. 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.

All of the benefits to be provided hereunder for Ameritech or CLEC, as the case may be, will be provided to its Affiliates if and to the extent that Ameritech or CLEC desire to conduct their respective business operations contemplated hereunder through Affiliates; provided that any such Affiliate is eligible to request, or obligated to provide, services in accordance with Sections 251 and 252 of the Act.

**XXX.3 Subcontracting.** Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

**XXX.4 Independent Contractor.** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

**XXX.5 Force Majeure.** No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **Force Majeure Event**) or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this **Section 30.5**: (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the

consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

**XXX.6 Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions; provided, however, that the Parties shall consult with each other and attempt to agree on a common state law to govern an issue that affects each of the Regional Interconnection Agreements and such issue is not particular to a specific State's law.

#### **XXX.7 Taxes.**

XXX.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

XXX.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

**XXX.8 Non-Assignment.** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an Affiliate in accordance with **Section 30.2** by providing prior written notice to the other Party of such

assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

**XXX.9 Non-Waiver.** Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**XXX.10 Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this **Section 30.10**, to the following addresses of the Parties:

To CLEC:

Z-Tel Communications, Inc.  
Don Davis  
Vice President – Strategic and Industry Policy  
601 S. Harbour Island Blvd., Suite 220  
Tampa, Florida 33602  
Facsimile: 813-273-6861

To SBC

SBC Contract Administration  
311 South Akard, 9<sup>th</sup> Floor  
Four Bell Plaza  
Dallas, Texas 75202-5398  
Attn: Notices Manager  
Facsimile: 214-464-2006

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

### **XXX.11 Publicity and Use of Trademarks or Service Marks.**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

### **XXX.12 Nonexclusive Dealings.**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services not specifically provided herein.

**XXX.13 No Third Party Beneficiaries; Disclaimer of Agency.** Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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. 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.

**XXX.14 No License.** No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**XXX.15 Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIII, XXV, and XXVI, Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 28.2, 28.3, 30.7, 30.11, and 30.14 and Schedule 10.9.6.

**XXX.16 Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

**XXX.17 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**XXX.18 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any, set forth on **Schedule 30.18**. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this  
24<sup>th</sup> day of May, 2000.

Z-TEL COMMUNICATIONS, INC.

By: Donald C. Davis

Printed: DONALD C. DAVIS

Title: VICE PRESIDENT-INDUSTRY POLICY

Illinois Bell Telephone Company

By: SBC Telecommunications, Inc.,  
Its authorized agent

By: Larry B. Cooper

Printed: Larry B. Cooper

Title: President – Industry Markets



## SCHEDULE 1.2

### DEFINITIONS

**“9-1-1”** means the services described in Section 3.9.

**“9-1-1 Control Office Software Enhancement Connection Charge”** is as defined in Section 3.9.2(e) of this Agreement.

**“Access Toll Connecting Trunks”** is as defined in Section 5.1.

**“Act”** means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“ADSL”** or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

**“Advanced Intelligent Network”** or **“AIN”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

**“Affiliate”** is As Defined in the Act.

**“AMA”** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

**“Applicable Laws”** is as defined in Section 19.2.

**“As Defined in the Act”** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**“As Described in the Act”** means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**“CLEC Directory Customer”** is as defined in Section 15.1.

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**“Automatic Location Identification”** or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

**“Automatic Number Identification”** or **“ANI”** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, “ANI” means a feature by which the calling party’s telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

**“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.

**“Bellcore”** means Bell Communications Research, Inc.

**“Bill Date”** means the date that a bill is issued by a Party.

**“Binding Forecast”** is as defined in **Section 19.5.3.**

**“BLV/BLVI Traffic”** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

**“Business Day”** means a day on which banking institutions are required to be open for business in Chicago, Illinois.

**“Bona Fide Request”** means the process described on **Schedule 2.2.**

**“CABS”** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

**“Calling Party Number”** or **“CPN”** is a Common Channel Interoffice Signaling (CCIS) parameter which refers to the number transmitted through a network identifying the calling party.

**“Carrier of Record”** is as defined in **Section 10.11.3.**

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**“CCS”** means one hundred (100) call seconds.

**“Central Office Switch”** means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

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

**“CLASS Features”** means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**“Commercial Mobile Radio Service”** or **“CMRS”** is As Defined in the Act.

**“COBO”** is as defined in Section 12.12.2(b).

**“Collocation”** is As Described in the Act.

**“Combination”** is as defined in Section 9.3.1.

**“Commission”** or **“ICC”** means the Illinois Commerce Commission.

**“Common Channel Interoffice Signaling”** or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

**“Consequential Damages”** is as defined in Section 26.5.

**“Contract Month”** means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

**“Contract Year”** means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

**“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.

**“Cross Connection”** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

**“Customer”** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties.

**“Customer Listing(s)”** means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

**“Customer Name and Address Information”** or **“CAN”** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

**“Customer Proprietary Network Information”** is As Defined in the Act.

**“Customer Usage Data”** is as defined in Section 10.16.1.

**“Data Management System”** or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**SR**) and ALI features.

**“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 (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

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**“Delivery Date”** is as defined in Sections 12.12.2(b) and 12.12.3(b).

**“Derivative Information”** is as defined in Section 20.1.1(b).

**“Dialing Parity”** is As Defined in the Act.

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

**“Digital Signal Level 0” or “DS0”** means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

**“Digital Signal Level 1” or “DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**“Digital Signal Level 3” or “DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**“Disclosing Party”** is as defined in Section 20.1.1.

**“Dispute”** is as defined in Section 28.3.

**“Disputed Amounts”** is as defined in Section 28.2.1.

**“Documentation of Authorization”** is as defined in Schedule 10.11.1.

**“Effective Date”** is the date indicated in the Preamble on which this Agreement shall become effective.

**“Emergency Services”** mean police, fire, ambulance, rescue and medical services.

**“E9-1-1” or “Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

**“equal in quality”** is as defined in Section 3.8.

**“Exchange Access”** is As Defined in the Act.

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**“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

**“Exchange Message Record”** or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

**“FCC”** means the Federal Communications Commission.

**“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.

**“Force Majeure Event”** is as defined in Section 30.5.

**“Forecast Provider”** is as defined in Section 19.5.3.

**“Grandfathered Services”** is as defined in Section 10.3.1.

**“Hazardous Substances”** is as defined in Section 19.4.

**“HDSL”** or **“High-Bit Rate Digital Subscriber Line”** means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**2B1Q**), Carrierless AM/PM, Discrete Multitone (**DMT**), or 3 Binary / 1 Octel (**3B1O**).

**“Implementation Plan”** is as defined in Section 18.2.

**“Implementation Team”** is as defined in Section 18.1.

**“Incumbent Local Exchange Carrier”** or **“ILEC”** is As Defined in the Act.

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

**“Initial Billing Company”** or **“IBC”** means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, CLEC is the IBC.

**“Initial Term”** is as defined in Section 21.1.

**“Insufficient Capacity”** is as defined in Section 16.1.2.

**“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.

**“Integrated Services Digital Network”** or **“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).

**“Intellectual Property”** means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

**“Interconnection”** is As Defined in the Act.

**“Interconnection Activation Date”** is as defined in Section 2.1.

**“Interexchange Carrier”** or **“IXC”** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

**“Interim Telecommunications Number Portability”** or **“INP”** is as described in the Act.

**“InterLATA”** is As Defined in the Act.

**“IntraLATA Toll Traffic”** means all (intraLATA) calls other than Local Traffic calls.

**“Listing Update(s)”** means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to CLEC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from CLEC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

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**“Line Information Database(s) (LIDB)”** means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

**“Local Access and Transport Area” or “LATA”** is As Defined in the Act.

**“Local Exchange Carrier” or “LEC”** is As Defined in the Act.

**“Local Loop Transmission” or “Loop”** means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

**“Local Number Portability” or “LNP”** means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

**“Local Traffic”** means a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated.

**“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).

**“Main Distribution Frame”** means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

**“Make-Ready Work”** means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate CLEC's Attachments.

**“MECAB”** refers to the Multiple Exchange Carrier Access Billing (MECAB) 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 Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.



**“Meet-Point Billing”** means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

**“Multiple Bill/Single Tariff”** means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

**“Network Element”** is As Defined in the Act.

**“North American Numbering Plan”** or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

**“Number Portability”** is As Defined in the Act.

**“NXX”** means the three-digit code which appears as the first three digits of a seven-digit telephone number.

**“OBF”** means 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).

**“Occupancy Date”** is as defined in Section 12.12.2(e).

**“Optical Line Terminating Multiplexor”** or **“OLTM”** is as defined in Section 3.3.

**“Party”** means either Ameritech or CLEC, and **“Parties”** means Ameritech and CLEC.

**“Physical Collocation”** is As Defined in the Act.

**“PIC”** is as defined in Section 10.11.4.

**“Plan”** is as defined in Section 8.1.

**“Premises”** is As Defined in the Act.

**“Primary Listing”** means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

**“Proprietary Information”** is as defined in Section 20.1.1.

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**“Public Safety Answering Point” or “PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

**“Publisher”** means Ameritech's White Pages Directories publisher.

**“Rate Center”** means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which 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; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

**“Receiving Party”** is as defined in Section 20.1.1.

**“Reciprocal Compensation”** is As Described in the Act.

**“Referral Announcement”** is as defined in Article XVII.

**“Renewal Term”** is as defined in Section 21.1.

**“Resale Listing(s)”** means a list containing the names, the telephone numbers, addresses and zip codes of Customers of CLEC within the defined geographic area, except to the extent such Customers of CLEC have requested not to be listed in a directory.

**“Resale Services”** is as defined in Section 10.1.

**“Resale Tariff”** is as defined in Section 10.11.2.

**“Routing Point”** means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **RP Practice**), the Routing Point (referred to as the **(Rating Point)** in such RP Practice) may be an End Office Switch location, or a **(LEC Consortium Point of Interconnection)**. Pursuant to such RP Practice, each **(LEC Consortium Point of Interconnection)** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The

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Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

**“Selective Routing” or “SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

**“Service Agency”** means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

**“Service Control Point” or “SCP”** is As Defined in the Act.

**“Service Line”** means a telecommunications link from the Central Office terminating at the PSAP.

**“Signaling End Point” or “SEP”** means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

**“Signal Transfer Point” or “STP”** is As Defined in the Act.

**“Subsequent Billing Company” or “SBC”** means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, Ameritech is initially the SBC.

**“Sunsetted Services”** is as defined in Section 10.3.2.

**“Switched Access Detail Usage Data”** means a category 1101XX record as defined in the EMR Bellcore Practice BR010-200-010

**“Switched Access Summary Usage Data”** means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

**“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.

**“Synchronous Optical Network” or “SONET”** means 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 Gpbs.

**“Technical Reference Schedule”** is the list of technical references set forth in **Schedule 2.3.**

**“Technically Feasible Point”** is As Described in the Act.

**“Telecommunications”** is As Defined in the Act.

**“Telecommunications Act”** means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

**“Telecommunications Assistance Program”** means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

**“Telecommunications Carrier”** is As Defined in the Act.

**“Telecommunications Service”** is As Defined in the Act.

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

**“Telephone Relay Service”** means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller.

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

**“Unauthorized Switching”** is as defined in **Section 10.11.2(a).**

**“Virtual Collocation”** is As Defined in the Act.

**“White Pages Directories”** means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

**“Wholesale Resale Services”** is as defined in **Section 10.1.**

**“Wire Center”** means the Premises of a Party which serves as a Routing Point for Switched Exchange Access Service.

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**SCHEDULE 2.1  
IMPLEMENTATION SCHEDULE  
ILLINOIS**

<b>LATA</b>	<b>Ameritech Interconnection Wire Center (AIWC)</b>	<b>CLEC Interconnection Wire Center (ATIWC)</b>	<b>Interconnection Activation Date<sup>1</sup></b>
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<sup>1</sup> “The interconnection activation points and interconnection activation date shall be mutually determined by the Implementation Team in accordance with **Section 3.4.4** and **Schedule 12**. Ameritech's position is that any proposed interconnection with a switch that is not capable of providing local exchange service (including 911 service) does not fall within the intent or scope of this Interconnection Agreement.

## SCHEDULE 2.2

### BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection, access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) an Interconnection or connection to a Network Element that is different in quality to that which Ameritech provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection, Network Element, Combination and/or customized feature, capability or functionality.

3. CLEC may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation, except if (i) any processing charges are of the type which are not generally passed on by Ameritech to its retail or resale Customers and (ii) such costs or cost categories representing such charges are not included in the prices CLEC pays for the services provided by Ameritech under this Agreement.

4. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

5. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to CLEC a preliminary analysis of such Interconnection, Network Element, or requested level of quality thereof that is the subject of the Bona Fide Request or customized feature, capability or functionality. The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element, or requested level of quality or will provide a detailed explanation that access to such Interconnection, Network Element, or requested level of quality is not technically feasible and/or that the request does not qualify as an Interconnection, Network Element, or requested level of quality that is required to be provided under the Act. If the receiving Party determines that the Interconnection, Network Element, or requested level of quality that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide CLEC a firm price proposed and availability date for such development (**Bona Fide Request Quote**). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements, for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but

in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

6. Within thirty (30) days of its receipt of the Bona Fide Request Quote, the requesting Party must either confirm its order for such Interconnection or Network Element pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under **Section 28.3**.

7. Unless CLEC agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

8. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 28.3**.

## **SCHEDULE 2.3**

### **TECHNICAL REFERENCE SCHEDULE**

#### Unbundled Network Elements

##### Unbundled Loop Transmission

Bellcore TA-NWT-000393  
ANSI T1.413-1995 Specifications  
AM TR-TMO-000122  
AM TR-TMO-000123  
Bellcore TR-NWT-000393  
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy -  
Electrical Interfaces  
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7  
ANSI T1.413-1995  
ANSI T1E1 Committee Technical report Number 28

##### Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)  
Bellcore GR-1432-CORE (TCAP)  
Bellcore GR-905-CORE (ISUP)  
Bellcore GR-1429-CORE (Call Management)  
Bellcore GR-1357-CORE (Switched Fractional DS1)  
Bellcore GR-1428-CORE (Toll Free Service)  
Bellcore GR-1597-CORE (Calling Name)  
Bellcore GR-954-CORE (Line Information Database)  
Bellcore GR-2863-CORE (Advanced Intelligent Network)  
GR-1298-CORE, AIN Switching System Generic Requirements  
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic  
Requirements  
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements  
SR-NWT-002247, AIN Release 1 Update  
ANSI standards Q.931, Q.932  
Bellcore TR-NWT-08  
Bellcore TR-NWT-303



TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital  
Subscriber Lines  
Bellcore TR-NWT-303

Dedicated and Shared Transport

AM TR-NIS-000111

AM RT-NIS 000133

ANSI T1.101-1994, American National Standard for Telecommunications -Synchronization  
Interface Standard Performance and Availability

ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy -  
Electrical Interfaces

ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical  
Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET) - Automatic Protection Switching

ANSI T1.105.02-1995, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET) - Payload Mappings

ANSI T1.105.03-1994, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET) - Jitter at Network Interfaces

ANSI T1.105.03a-1995, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement

ANSI T1.105.04-1995, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET) - Data Communication Channel Protocols and Architectures

ANSI T1.105.05-1994, American National Standard for Telecommunications -Synchronous  
Optical Network (SONET) - Tandem Connection

ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy -  
Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy -  
Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy -  
Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy  
- Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy -  
Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical  
Network (SONET) - Operations, Administration, Maintenance, and Provisioning  
(OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

#### Signaling Transfer Points (STPs)

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.112

ANSI T1.112.4

ANSI T1.118

ANSI T1.111.6

ANSI T1.112.5

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)  
 ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement  
 ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)  
 ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks  
 ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)  
 ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)  
 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

SR-TSV-002275 (BOC Notes on the Ameritech Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994))  
 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)  
 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)  
 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)  
 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)  
 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)  
 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995)  
 BOC Notes on Ameritech Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994)  
 GR-1280-CORE, AIN Service Control Point (SCP) Generic Requirements

### Tandem Switching

Bellcore TR-TSY-000540, Issue 2R2, Tandem Supplement, 6/1/90

GR-905-CORE

GR-1429-CORE

GR-2863-CORE

GR-2902-CORE

### Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems

Bellcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7

Bellcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)

Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

Bellcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing

Bellcore LSSGR TR-TSY-000511

Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria ANSI T1.105-1995

### Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, Customer Premises or Network Ground Wire

Bellcore Generic Requirement GR-49-CORE, Generic Requirements for Outdoor Telephone Network Interface Devices

Bellcore Technical Requirement TR-NWT-00239, Indoor Telephone Network Interfaces

Bellcore Technical Requirement TR-NWT-000937, Generic Requirements for Outdoor and Indoor Building Entrance

## Interconnection

### Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)  
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)  
Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service  
Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling  
Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications  
Bellcore Standard FR-NWT-000476  
ANSI Standard T1.206

#### Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;  
Ameritech Technical Publication TR-NIS-000111, Ameritech OC3, OC12 and OC48 Service Interface Specifications; and  
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

#### Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063  
National Electrical Code (NEC) use latest issue  
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)  
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988  
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)  
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993  
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations  
National Electrical Code (NEC) use latest issue  
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)

TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Underwriters' Laboratories Standard, UL 94

## SCHEDULE 3.8

### AMERITECH INTERCONNECTION PERFORMANCE BENCHMARKS

#### 1.0 Trunk Provisioning Intervals

1.1	Number of End Office <u>Trunks Per Order Per Day</u>	<u>Interval</u>
	1-48	14 days
	49-96	15 days
	97 +	Negotiated

1.2	<u>New Trunk Groups to Tandem(s)</u>	Negotiated
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#### 2.0 Trunking Grade of Service

##### Blocking Standards

	<u>Traffic Type</u>	<u>Measurement</u>
	Exchange Access Final Trunk Group Traffic via Tandems	1/2 of 1% (0.005)
	All Other Final Trunk Group Traffic	1% (0.01)

#### 3.0 Trunk Restoral

	<u>Type of Outage</u>	<u>Interval</u>
	Service Affecting	within 1 hour
	Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.



## **SCHEDULE 3.9**

### **9-1-1 SERVICE**

#### **1.0 Standard Features**

1.1. Forced Disconnect. Enables the PSAP attendant to release a connection on a 9-1-1 call, even if the calling party remains off-hook. The time required to effect the forced disconnect varies as a function of the office type.

1.2. Default Routing. Default Routing is activated when an incoming 9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the 9-1-1 Control Office to a default PSAP if requested by the primary PSAP. Each incoming 9-1-1 facility group to the Control Office is assigned to a designated default PSAP. Default ANI and ALI data is provided when a call is Default Routed to indicate such routing has taken place.

1.3. Alternate Routing. Alternate Routing allows 9-1-1 calls to be routed to a designated alternate location if (a) all 9-1-1 Service Lines to the Primary PSAP are busy, or (b) the Primary PSAP closes down for a period (e.g., night service).

1.4. Central Office Transfer Arrangements:

1.4.1. Manual transfer enables the PSAP attendant to transfer an incoming call by depressing the switchhook of the associated telephone or the (add) button on the Display and Transfer Unit and dialing either a 10-digit telephone number, a 7-digit telephone number or a 2-digit speed calling code.

1.4.2. Fixed transfer enables a PSAP attendant to transfer incoming 9-1-1 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

1.4.3. Selective transfer provides the PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with the type of agency (e.g., **FIRE**) on the Display and Transfer Unit. Selective transfer is only available when Selective Routing is provided.

## **2.0 9-1-1 Meet Points For Primary And Diverse Routes**

The point of Interconnection for CLECs Primary and Diverse Routes to the mux/co-location and 9-1-1 Control Offices is at the Ameritech Central Office. CLEC shall pay tariff charges for Diverse routes.

CLEC will be responsible for determining the proper quantity of trunks from its End Office(s) to the Ameritech Central Office(s). Trunks between the Ameritech Central Office and the Ameritech Control Office shall be delivered by Ameritech within twenty (20) Business Days following order by CLEC. Following delivery, CLEC and Ameritech will cooperate to promptly test all transport facilities between CLECs network and the Ameritech Control Office to assure proper functioning of the 9-1-1 service.

**SCHEDULE 6.0****MEET-POINT BILLING RATE STRUCTURE**

A. Interstate access - Terminating to or originating from CLEC Customers served from a CLEC local exchange End Office.

<b>Rate Element</b>	<b>Billing Company</b>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% Ameritech
	50% CLEC
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	Ameritech
Entrance Facility	Ameritech

B. Intrastate access - Terminating to or originating from CLEC Customers served from a CLEC local exchange End Office.

<b>Rate Element</b>	<b>Billing Company</b>
CCL	CLEC
Local Switching	CLEC
Interconnection Charge	CLEC
Local Transport (Tandem) Termination	50% Ameritech
	50% CLEC

Local Transport (Tandem) Facility This will be calculated based on NECA tariff No. 4 filings for each Party

Tandem Switching

Ameritech

Entrance Facility

Ameritech

## **SCHEDULE 9.2.1**

### **LOCAL LOOPS**

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech shall allow CLEC to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport.

**“2-Wire Analog Voice Grade Loop”** or **“Analog 2W,”** which supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a 2-Wire interface at both the central office MDF and the customer premises. Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“4-Wire Analog Voice Grade Loop”** or **“Analog 4W,”** which supports transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

**“2-Wire ISDN 160 Kbps Digital Loop”** or **“BRI-ISDN”** which supports digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D). BRI-ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

**“2-Wire ADSL-Compatible Loop”** or **“ADSL 2W”** is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995 and AM TR--TMO-000123. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are available only where existing copper facilities can meet the ANSI T1.413-1995 specifications.

**“2-Wire HDSL-Compatible Loop” or “HDSL 2W”** is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 and AM-TR-TMO-000123 specifications.

**“4-Wire HDSL-Compatible Loop” or “HDSL 4W”** is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire, non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 and AM TR-TMO-000123. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

**“4-Wire 64 Kbps Digital Loop” or “4-Wire 64 Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech's Central Office. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-000123.

**“4-Wire 1.544 Mbps Digital Loop” or “1.544 Mbps Digital”** is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and on the DSX frame in Ameritech's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

## **SCHEDULE 9.2.2**

### **UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES**

Ameritech's Network Interface Device (**NID**) is a Network Element that utilizes a cross-connect device to connect loop facilities to inside wiring.

Ameritech will permit CLEC to connect CLEC's loop to the inside wiring of the Customer's premises through Ameritech's NID, where necessary. CLEC must establish the connection to Ameritech's NID through an adjoining NID which serves as the network interface or demarcation for CLEC's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

### **SCHEDULE 9.2.3**

#### **SWITCHING CAPABILITY**

**1.0 Local Switching.** The local switching capability of a Network Element is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
  - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
  - (b) access to operator services, directory assistance and 9-1-1; and
  - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex, as well as any technically feasible customized routing functions available from such switch.

When local switching is provided by Ameritech, CLEC will receive Customer Usage Data and billing information in accordance with the requirements of **Section 10.16**.

**2.0 Tandem Switching.**

2.1 The Tandem Switching Capability Network Element is defined as:

- (1) an unbundled Network Element in Ameritech's Class 4 non-TOPS digital Tandem Switches, which includes Interconnection with the trunk at the Tandem Distribution Frame (**TDF**) and the Tandem Switch trunk ports;



- (2) the basic switching function of creating a temporary transmission path that connects CLEC's trunks to the trunks of Ameritech, IXC's, ICO's, CMRS, and other LEC's interconnected to the Tandem Switch.

2.2 Interconnecting trunk types which can be switched include FGB, FGC, FGD and Type II. Signaling support includes Rotary, MF, and SS7 and any signaling conversions between these signaling formats.

2.3 Variations in Tandem Switching equipment used to provide service in specific locations may cause differences in the operation of certain features.

2.4 The unbundled Tandem Switching Network Element will provide to CLEC all available basic Tandem Switching functions and basic capabilities that are centralized in the Tandem Switch (and not in End Office Switches), including the following functions Ameritech makes available to its Customers:

1. Routing of calls from an inbound trunk to an outbound trunk based on destination digits.
2. Routing of Equal Access or Operator Service calls from an inbound trunk to an outbound trunk based on the CIC forwarded by the inbound trunk.

2.5 Translations, screening, blocking, and route indexing are provided if technically feasible under the standard switching translations and screening in use in that switch. A request for translations, screening, blocking, route indexing other than what is available (i.e., features that the switch is capable of providing) in that switch will be provided where technically feasible as a Bona Fide Request. Ameritech will provide these features if technically feasible and upon agreement by CLEC to pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the capability. Variations in the Tandem Switching equipment or translation and screening used to provide service in specific locations may cause differences in the operation of the element.

## SCHEDULE 9.2.4

### INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by Ameritech or CLEC, or between Switches owned by Ameritech or CLEC.

1. Ameritech provides several varieties of unbundled transport facilities:

1.1. Unbundled dedicated interoffice transport facility (**“Dedicated Transport”**) is a dedicated facility connecting two Ameritech Central Offices buildings via Ameritech transmission equipment. In each Central Office building, CLEC will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by Ameritech to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. (Unbundled dedicated entrance facility) is a dedicated facility connecting Ameritech's transmission equipment in an Ameritech Central Office with CLEC's transmission equipment in CLEC's Wire Center for the purposes of providing Telecommunications Services.

1.3. Shared transport transmission facilities (**“Shared Transport”**) are a billing arrangement where two (2) or more carriers share the features, functions and capabilities of transmission facilities between the same types of locations as described for dedicated transport in **Sections 1.1** and **1.2** preceding and share the costs.

2. Ameritech shall offer Interoffice Transmission Facilities in each of the following ways:

2.1. As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48) dedicated to CLEC.

2.2. As a shared transmission path as described in **Section 1.3** above.

3. Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

3.1. The transmission path at the requested speed or bit rate.

3.2. The following optional features are available; if requested by CLEC, at additional cost:

3.2.1. Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

3.2.2. Ameritech provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128, 256, 384 Kpbs Transport multiplexing.

3.3. If requested by CLEC, the following are available at an additional cost:

3.3.1. 1+1 Protection for OC3, OC12 and OC48.

3.3.2. 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

3.3.3. 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

#### 4. Technical Requirements.

This Section sets forth technical requirements for all Interoffice Transmission Facilities:

4.1. When Ameritech provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and where available, STS-1) shall be dedicated to CLEC designated traffic.

4.2. Ameritech shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3. For DS1 facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4. For DS3 and, where available, STS-1 facilities and higher rate facilities, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified

for Customer Interface to Central Office “CI to CO” connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5. When requested by CLEC, Dedicated Transport shall provide physical diversity. 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.

4.6. When physical diversity is requested by CLEC, Ameritech shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by CLEC).

4.7. Any request by CLEC for diversity shall be subject to additional charges.

4.8. Upon CLECs request and its payment of any additional charges, Ameritech shall provide immediate and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, CLECs traffic.

4.9. Ameritech shall offer the following interface transmission rates for Dedicated Transport:

4.9.1. DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if used by Ameritech));

4.9.2. DS3 (C-bit Parity and M13 and unframed applications (if used by Ameritech) shall be provided);

4.9.3. SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at a CLEC service node.

4.10. Upon CLEC's request, Ameritech shall provide CLEC with electronic provisioning control of a CLEC specified Dedicated Transport through Ameritech Network Reconfiguration Service (ANRS) on the rates, terms and conditions in F.C.C. Tariff No. 2.

4.11. Ameritech shall permit, at applicable rates, CLEC to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that Ameritech offers such capabilities to IXC's that purchase transport services. If CLEC requests additional functionality, such request shall be made through the Bona Fide Request process.

## SCHEDULE 9.2.5

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

#### 1.0 Signaling Transfer Points.

A Signaling Transfer Point (STP) is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

#### 1.1. Technical Requirements.

1.1.1. STPs shall provide access to all other Network Elements connected to Ameritech SS7 network. These include:

- 1.1.1.1. Ameritech Local Switching or Tandem Switching;
- 1.1.1.2. Ameritech Service Control Points/Databases;
- 1.1.1.3. Third-party local or tandem switching systems; and
- 1.1.1.4. Third-party-provided STPSs.

1.1.2. The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the Ameritech SS7 network. This explicitly includes the use of the Ameritech SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the Ameritech SS7 network (i.e., transient messages). When the Ameritech SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3. If an Ameritech Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a CLEC local switch and third party local switch, the Ameritech SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to the Ameritech STPSs, based on the routing instruction provided in each message.

1.1.4. STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- 1.1.4.1. Signaling Data Link functions, as specified in ANSI T1.111.2:
- 1.1.4.2. Signaling Link functions, as specified in ANSI T1.111.3; and
- 1.1.4.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

1.1.5. STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is an CLEC or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118, when this capability becomes available on Ameritech STPSs.

1.1.7. STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

- 1.1.7.1. MTP Routing Verification Test (MRVT); and
- 1.1.7.2. SCCP Routing Verification Test (SRVT).

1.1.8. In cases where the destination signaling point is an Ameritech local or tandem switching system or database, or is a CLEC or third party local or tandem switching system directly connected to the Ameritech SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the Ameritech SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Ameritech STPSs.

1.1.9. STPs shall be equal to or better than the following performance requirements:

1.1.9.1. MTP Performance, as specified in ANSI T1.111.6; and

1.1.9.2. SCCP Performance, as specified in ANSI T1.112.5.

## **1.2. Signaling Link Transport.**

1.2.1. Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

Technical Requirements.

1.2.2. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

1.2.3. Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

a) As an (A-link) which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and

b) As a (D-link) which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

1.2.4. Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

a) An A-link layer shall consist of two (2) links.

b) A D-link layer shall consist of four (4) links.

1.2.5. A signaling link layer shall satisfy a performance objective such that:

a) There shall be no more than two (2) minutes down time per year for an A-link layer; and

b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- a) No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- b) No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

1.2.7. Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

## **2.1. Toll Free Database Services.**

2.1.1. Call Routing Service. The Call Routing Service provides for the identification of the carrier to whom a call is to be routed when a toll-free (1+800-NXX-XXXX or 1+888-NXX-XXXX) call is originated by Customer. This function uses the dialed digits to identify the appropriate carrier and is done by screening the full ten digits of the dialed number. The Call Routing Service may be provided in conjunction with a Customer's InterLATA or IntraLATA Switched Exchange Access Service.

When 800 Call-Routing service is provided, an originating call is suspended at the first switching office equipped with a Service Switching Point (SSP) component of the SSC/SS7 Network. The SSP launches a query over signaling links (A-links) to the Signal Transfer Point (STP), and from there to the SCP. The SCP returns a message containing the identification of the carrier to whom the call should be routed and the call is processed.

CLEC's SS7 network is used to transport the query from its End Office to the Ameritech SCP. Once CLEC's identification is provided, CLEC may use the information to route the toll-free traffic over its network. In these cases, Ameritech Switched Access services are not used to deliver a call to CLEC. The toll-free carrier ID data may not be stored for CLEC's future use.

2.1.2. Routing Options. In addition to the toll-free service offerings, new routing options are offered. These options are purchased by toll-free service providers to allow their clients to define complex routing requirements on their toll-free service. Toll-free routing options allow the service provider's Customer to route its toll-free calls to alternate carriers and/or destinations based on time of day, day of week, specific dates or other criteria. These routing options are in addition to the basic toll-free call routing requirements which would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).



2.1.3. Carrier Identification. CLEC may choose the 800 Carrier Identification service to obtain toll-free number screening. With this service, CLEC will launch a query to the Ameritech database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in **Section 2.1.1** above, with the 800 Carrier Identification service, no routing is performed.

2.1.4. Number Administration. CLEC, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 800/888 number records as well as trouble referral and clearance. If CLEC does not select NAS, CLEC will perform the Responsible Organization service.

## **2.2. LIDB Database Service.**

2.2.1. The Line Information Database (LIDB) Query Response Service is a validation database system. It enables CLEC to offer alternately billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

2.2.2. Billing information records include the Customer name, phone number security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response.

## **2.3. CNDS Database Service.**

2.3.1 Caller ID identifies a calling party's telephone number through a switch-based feature installed in Ameritech's Central Office. CNDS is a CCIS/SS7 network based feature that accesses a CNDS database within the LIDB to provide a name associated with the calling party's telephone number. This service is provided using TR1188 protocol.

2.3.2 A Customer who subscribes to Caller ID with Name will see the listed name associated with the calling party's telephone line displayed on his/her Caller ID display unit. The telephone number associated with the telephone line of the calling party will also be displayed.

2.3.3 Ameritech shall charge CLEC for the CNDS Database Service in a similar manner to that which Ameritech charges CLEC for the LIDB Database Service, including a per query charge.

## **2.4 Local Number Portability.**

2.4.1 Ameritech's provision of LNP will utilize LRN switch software based on requirements developed by the workshop participants and concurred in by the Commission. These requirements are fully compliant with the principles adopted by the FCC in its First Report and Order, CC Docket No. 95-116 (the Number Portability Order). The detailed description and technical specifications for the planned LRN implementation can be found in various documents produced by the FCC Local Number Portability workshop.

2.4.2 Ameritech is fully prepared to provide LNP database access to CLEC. However, in adopting its Number Portability Order, the FCC referred certain technical and other issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, Ameritech cannot finalize product descriptions and rates for access to its LNP database. Nonetheless, Ameritech is willing to begin discussions with CLEC to discuss CLEC's access to Ameritech's LNP databases in lieu of constructing CLEC's own.

## **2.5. Unbundled AIN Application Process.**

2.5.1. The AIN architecture establishes a network infrastructure in which subscriber services can be defined and implemented independent from End-Office Switches. This is accomplished by a combination of SS7 signaling, interfaces between Network Elements and call-state models through which AIN Network Elements interact.

2.5.2. Ameritech's Unbundled AIN (Advanced Intelligent Network) Applications Access service will be provided on a nondiscriminatory basis and enable CLEC (whether it purchases unbundled switching capabilities from Ameritech or owns its own SSP (Service Switching Point)) to offer its Customers AIN services. Ameritech will make available existing AIN retail applications, as well as newly created services that CLEC creates via the Ameritech AIN Service Creation Environment (SCE) Access service. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day to day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.5.3. Associated with the AIN SCP is a Service Creation Environment (SCE) and a Service Management System (SMS). Ameritech offers access to the Ameritech SMS and SCE capabilities via two

(2) AIN offerings: AIN Service Creation Environment Access Service and AIN Service Management System Access Service.

2.5.4. Carriers will share the common AIN infrastructure components provided by Ameritech, such as a Service Control Point (SCP), a Signaling Transfer Point (STP), Service Management System (SMS), and, if CLEC purchases Unbundled Switching from Ameritech, the AIN Service Switching Point (SSP).

CLEC shall be responsible for assuring the compatibility of its AIN SSP software generics with the Ameritech AIN Applications and SCP software releases. Interconnection of the CLEC SSP with the Ameritech SS7 network is required, and can be accomplished in a number of ways.

2.5.5. Activation of the desired application at the Ameritech SCP requires subscription by both the ordering carrier CLEC and the end-user. In general, AIN operations require close cooperation between Ameritech and the requesting Carrier.

2.5.6. The SSP and SCP vendors provide logical capabilities which Ameritech uses to create each AIN service. The SSP and SCP vendors have no knowledge of the specific AIN Applications that Ameritech has created. Ameritech's AIN deployment is based on AIN 0.1.

### **3.1. AIN Service Creation Environment Access Service.**

Access to Ameritech's AIN service creation functionality will be provided in a nondiscriminatory manner to CLEC to enable it to create new AIN services on Ameritech's network. If CLEC has a new AIN service concept, it can utilize all or some of the features below to obtain a fully functional AIN service. Ameritech will furnish CLEC with a list of AIN Applications and the switches on which such applications are available, including the software version of AIN on such switch type. The following is a list of AIN service creation functions available via this service offering:

3.1.1. Service Concept Description: The description of service idea should detail requirements such as: dialing patterns, information exchange, announcements, voice prompts, expected service management screens and reports, and CPE requirements. The AIN service creation functions made available to CLEC must be the same ones Ameritech uses, subject to any third party restrictions Ameritech may be subject to.

3.1.2. Creation of Technical Specification: Translation of a new service description into a technical specification including engineering requirements for Ameritech's network. The technical specification must detail how the service interacts in the network, translated in network terms, should include any expected/anticipated feature interaction discrepancies, and will include the process flows on how the service traverses the network.

3.1.3. Service Logic Design: The development of service design from SCP perspective to include Algorithms, Data Structures and Flow Diagrams.

3.1.4. Service Logic Coding: Development of machine logic in the SCE to include tables, SIBBs, and other elements as necessary.

3.1.5. Service Logic Testing: Service logic testing isolated within the to SCE to ensure accuracy of compilation and code development and compliance with Ameritech's AIN environment.

3.1.6. SMS Interface Requirements: Development of CLEC SMS interface access including screens, flow-through interface and reports. This is required to allow CLEC to activate, update, modify, and administer Customer data associated with the new service.

3.1.7. Platform Access Logic Configuration: Service specific updates to global infrastructure required to enable new service. Includes modification of the access logic to enable a new service.

3.1.8. Service Integration Testing (SIL): Intensive laboratory testing of service in conjunction with all Ameritech Switch types and or provider switch types and generics (as necessary) to minimize potential feature interaction conflicts and negative network reactions. Resources must be made available to CLEC on a nondiscriminatory basis.

3.1.9. Network Implementation: Conditioning of the SMS, SCP, SSP, or STP to accept service including network translations, signaling connectivity, dialing plans, and coordination of provisioning process.

3.1.10. Field Testing: Comprehensive controlled testing in a live switch environment, possibly at CLEC's SSP location.

### **3.2. AIN Service Management System Access Service.**

3.2.1. Access to Ameritech's AIN service management system functionality will be provided in a nondiscriminatory manner to CLEC to enable it to manage AIN services located wholly within Ameritech's network (SCP & SSP) or to manage AIN services where the service logic is located within Ameritech's SCP and the Customer is served from CLEC's AIN-compatible SSP. Upon request of CLEC, Ameritech shall provide CLEC the unbundled AIN Applications Access service product description and a list of existing Ameritech AIN applications.

3.2.2. The Service Management System (SMS) is the administration system for the service logic and data in the Advanced Intelligent Network (AIN) Service Control Point (SCP). The SMS contains the master copy of service level, subscriber level and subscription level data. The SMS also contains a copy of the service logic.

Logical access to the SMS will be managed by a set of programs designed by Ameritech. These programs provide security for the data that resides on the AIN platforms by allowing user access to only specific data

that is appropriate to the customer or carrier. Whether explicitly stated in this document or not, all access to the SMS is managed through these programs. The only exceptions to managed access to SMS functionality are for the Ameritech Network Services organizations that administer the AIN platforms. They require direct access in order to appropriately administer the platforms.

Mediated access to SMS functionality will be provided through interface programs that will be developed for specific services. CLEC will have access to all of the data that the service requires in order to administer that service for its Customers. This includes service level, subscriber level, and subscription level data as well as any reports and measurement data that is mutually agreed upon by Ameritech and CLEC.

3.2.3. Service Logic. The SMS receives a copy of the service logic and service management logic from the Service Creation Environment (SCE) system. After population of specific network level and service level data, the SMS downloads a view of the service logic to the designated SCPs. The service management logic remains in the SMS to complement SMS utilities in the monitoring and administration of a specific service.

It is required that all of the Service Creation unit testing, System Integration Lab (SIL) testing and Network Deployment Testing has been completed.

It may be necessary for CLEC to negotiate timing and supply service specific data before that service can be deployed in the appropriate SCPs. Ameritech, however, is totally responsible for service logic deployment and initial SCP memory load in its network. CLEC will receive timing and supply of service specific data in a nondiscriminatory manner.

3.2.4. Service Administration. Service administration involves the management of service level data which the service logic requires for its execution. SMS supports the management of service specific common data. Any changes to the data representation of the Ameritech network, which impact one or more carrier services will be administered by Ameritech. Other CLEC specific or service specific data changes will be identified and administered by CLEC.

## SCHEDULE 9.2.6

### OPERATIONS SUPPORT SYSTEMS FUNCTIONS

**1.0 Pre-Ordering, Ordering and Provisioning.** Ameritech will use the interface described in **Section 10.13.2(a)** (including the separate interface used for ordering prior to the first quarter of 1997) for the transfer and receipt of data necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number and due date selection). However, the Access Services Request (ASR) interface will be used for the transfer of information concerning the Network Elements and Combinations which CLEC intends to order in a specific Wire Center (“**Footprint**” or “**Trunk Side Information**”).

**2.0 Maintenance and Repair.** Ameritech will use the interface described in **Section 10.13.3(a)** for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).

**3.0 Billing.** Ameritech will provide appropriate usage data to CLEC to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

## **SCHEDULE 9.2.7**

### **OPERATOR SERVICES AND DIRECTORY SERVICES**

**1.0 Operator Services.** Operator Services consist of the following services.

1.1 Manual Call Assistance - manual call processing with operator involvement for the following:

- (a) Calling card - the Customer dials 0+ or 0- and provides operator with calling card number for billing purposes.
- (b) Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- (c) Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
- (d) Operator assistance - providing local and intraLATA operator assistance for the purposes of:
  - (1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
  - (2) handling emergency calls;
  - (3) handling credits and coin telephone local refund requests; and
  - (4) handling person-to-person calls.
- (e) Operator Transfer Service (“**OTS**”) - calls in which the Customer dials “0”, is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXCs digit carrier identification code to route the Customer to the requested IXCs point of termination.
- (f) BLV - Service in which operator verifies a busy condition on a line.

(g) BLVI - service in which operator, after verifying a busy line, interrupts the call in progress.

1.2 Automated Call Assistance - mechanized call processing without operator involvement for the following:

(a) Automated calling card service (“**ACCS**”) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information.

(b) Automated Alternate Billing Service (“**AABS**”) -

(1) the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).

(2) ACCS calculates charges, relates the charge to the Customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.

1.3 Line Information Database (“**LIDB**”) Validation - mechanized queries to a LIDB for billing validation.

1.4 Database Access - To the extent technically feasible, Ameritech will provide access to databases used in the provisioning of Operator Services via CLEC's Bona Fide Request.

**2.0 Directory Assistance.** Directory Assistance (“**DA**”) service shall consist of the following services.

2.1 Directory Assistance - those calls in which the Customer dial digits designated by CLEC to obtain Directory Assistance for local numbers located within his/her NPA. Two listings will be provided per call.

2.2 Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

2.3 Information Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit (“**ARU**”) the option of having an intraLATA call completed by pressing a specific digit on a touch tone telephone. Information Call Completion is only available to CLEC if it direct trunks its DA calls to Ameritech.



2.4 Upon request, and through a technically feasible arrangement, Ameritech will provide access to databases used in the provisioning of DA via CLEC's Bona Fide Request at rates that recover Ameritech's costs of developing, providing and maintaining the service. Such unbundled access to the DA database shall be for the purpose of having CLEC's Telephone Exchange Service DA listing in the area placed into Ameritech's DA database, or to enable CLEC to read DA listing in the database so that CLEC can provide its own DA service.

**3.0 Rate Application.** Ameritech shall bill CLEC the applicable rates on a monthly basis, in accordance with the following methodology:

3.1 Manual Call Assistance - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.2 Automated Call Assistance (ACCS and AABS) - call occurrences multiplied by the per call occurrence rate. Total call occurrences shall include all processed calls, whether or not they are completed.

3.3 LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate. Total validation occurrences shall include all validations, whether or not the call is completed. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System ("OSCAS"). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

3.4 BLV - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.5 BLVI - operator call occurrences multiplied by the per call rate. Total call occurrences shall include all processed calls whether or not they are completed.

3.6 Lost Records. If Ameritech is responsible for lost, destroyed, or mutilated TOPS AMA recordings, Ameritech will not bill CLEC for those calls for which there are no records. Likewise, Ameritech shall not be held responsible by CLEC for lost revenue. However, if within ninety (90) days, actual data should become available, Ameritech will bill CLEC for those calls using actual data.

## **SCHEDULE 9.3.4**

### **Combinations**

1. Unbundled Element Platform with Operator Services and Directory Assistance.

Unbundled Loop  
Local Switching  
Operator Services and Directory Assistance  
Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

2. Loop Combination

Unbundled Loop  
Network Interface Device

3. Switching Combination #1

Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

The price for each Combination shall include the applicable charges (including any applicable usage charges) for each unbundled Network Element provided as part of each Combination.

## **SCHEDULE 9.3.5**

### **COMBINATIONS AVAILABLE THROUGH BONA FIDE REQUEST**

1. Loop/Network Combination

Unbundled Loop  
Shared Transport  
Dedicated Transport  
STPs  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

2. Switching Combination #2

Network Interface Device  
Local Switching  
Shared Transport  
Dedicated Transport  
SS7 Message Transfer & Connection Control  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

3. Switching Combination #3

Network Interface Device  
Local Switching  
Operator Systems  
Shared Transport  
Dedicated Transport  
SS7 Message Transfer & Connection Control  
Signaling Link Transport  
Service Control Points (SCPs)/Databases  
Tandem Switching

4.     Switched Data Services

Network Interface Device

Local Switching

Shared Transport

Dedicated Transport

Tandem Switching

5.     Unbundled Element Platform Without Operator Services and Directory Assistance

Unbundled Loop

Local Switching

Shared Transport

Dedicated Transport

STPs

Signaling Link Transport

Service Control Points (SCPs)/Databases

Tandem Switching

## **SCHEDULE 9.5**

### **PROVISIONING OF NETWORK ELEMENTS**

#### **1.0 General Provisioning Requirements.**

- 1.1 Subject to the terms of **Article IX**, CLEC may order and/or request Elements either individually or as Combinations.
- 1.2 The Combinations set forth on **Schedule 9.3.4** and any additional Combination provided previously hereunder by Ameritech pursuant to the Bona Fide Request process shall be identified and described by CLEC so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case CLEC shall specify on each order the type of service to be provided as well as the engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) CLEC requests for such Combination.
- 1.3 CLEC may order from Ameritech multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.
- 1.4 Ameritech shall provide provisioning services to CLEC Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. CLEC may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If CLEC requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If CLEC accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.5 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements or Combinations. The SPOCs shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. Each SPOC shall also provide to CLEC a toll-free nationwide telephone number (operational from 8:00 a.m. to 5 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and

resolve problems in connection with the provisioning of Network Elements or Combinations.

- 1.6 Ameritech shall provide to CLEC a single point of contact (the **“Unbundling Ordering Center”**) for ordering unbundled Network Elements. A national toll-free number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Commitment (FOC) to CLEC as specified in this **Schedule 9.5**.

In addition, Ameritech shall provide to CLEC a single point of contact (the **“Unbundling Service Center”**) for all provisioning, maintenance, repair, and cutover coordination. A national toll-free number will be provided from 6:30 a.m. to 12:00 a.m. CST Monday through Friday. Out of hours maintenance questions are handled by a **“Fold Down Center.”**

- 1.7 Ameritech will recognize CLEC as the Customer of Record of all Network Elements and agreed to Combinations ordered by CLEC and will send all notices, invoices and pertinent Customer information directly to CLEC.
- 1.8 Ameritech may not initiate any disconnection or rearrangement of any CLEC ordered Element or Combination, except as directed by CLEC or as otherwise provided in this Agreement.
- 1.9 When requested by CLEC, Ameritech will schedule installation appointments with Ameritech's representative on the line with CLEC's representative until CLEC has access to Ameritech's scheduling system.
- 1.10 Ameritech will provide CLEC with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team but in any event, not less than forty-eight (48) hours. The FOC must contain an enumeration of CLECs ordered Network Elements or Combination features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion (**“Committed Due Date”**), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.11 Upon work completion, Ameritech will provide CLEC electronically (unless otherwise notified by CLEC) with an order completion per order that states when that order was completed. Ameritech shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.

- 1.12 Ameritech will perform pre-testing of Network Elements and Combinations in accordance with Ameritech's standards. At CLEC's request, Ameritech will make available to CLEC on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by CLEC. CLEC shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If CLEC requests Ameritech to provide CLEC with any test or turn-up results which Ameritech does not then generate, CLEC shall request such results through the Bona Fide Request process.
- 1.13 As soon as identified, Ameritech shall provide notification electronically of CLEC orders that are incomplete or incorrect and therefore cannot be processed.
- 1.14 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements or Combinations. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.15 Within twenty-four (24) hours of CLEC's request, Ameritech will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by CLEC in order to identify any performance problems.
- 1.16 Subject to **Article IX**, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by CLEC.
- 1.17 When CLEC orders Network Elements or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. Consequently, for Ameritech retail Customers who simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for CLEC to collocate equipment in Ameritech Central Offices to connect the unbundled Network Element. If shared Network Elements are used, Ameritech will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed-upon grade of service.

1.18 Ameritech shall provide to CLEC upon request:

- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
- (b) a listing by street address detail, of the service coverage area of each switch CLLI;
- (c) when available, all engineering design and layout information for each Network Element and Combination; provided that CLEC shall pay Ameritech for the costs incurred by Ameritech to provide CLEC with copies of such information;
- (d) a listing of all technically available functionalities for each Network Element or Combination; and
- (e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.19 Promptly after the Effective Date, Ameritech shall provide CLEC an initial electronic copy of the following information:

- (a) Street address verification;
- (b) Switch identification by service address; and
- (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to CLEC as changes are made to such information.

1.20 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, CLEC and CLEC's Customer, CLEC shall be responsible for any necessary coordination with the CLEC Customer.

## **2.0 Unbundled Local Loop Transmission**

### **2.1 Access to Unbundled Local Loops.**

2.1.1 CLEC shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to CLEC's Collocation by means of a Cross-Connection, which shall be an additional charge.



2.1.2 Ameritech shall provide CLEC access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if CLEC requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of CLEC's request notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If CLEC orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions and additional rates and charges shall apply as set forth at Item V of the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

## 2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

2.2.1 CLEC shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide CLEC the firm order commitment (**FOC**) date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech agrees to coordinate with CLEC at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the “**Scheduled Conversion Time**”) in the (“**A.M.**”) (12:00 midnight to 12:00 noon) or (“**P.M.**”) (12:00 noon to 12:00 midnight) (as applicable, the “**Conversion Window**”).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the “**New Conversion Time**”). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If CLEC requests the New Conversion Time, CLEC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for CLEC dial-tone (“**Dial Tone Test**”) at CLEC's Virtual Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable).

Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter, Ameritech shall charge CLEC for Dial Tone Test on a time and materials basis.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “**live**” Telephone Exchange Service to the connection of an unbundled Network Element at the CLEC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If CLEC has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard (electronic bonding) interface (EBI) and are handled by the Ameritech Unbundling Service Center (“USC”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

### **3.0 Network Interface Device Capability.**

3.1 Ameritech will provide CLEC access to NIDs in a manner that will permit CLEC to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. CLEC shall establish this connection through an adjoining NID provided by CLEC.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), CLEC may access the Customer's inside wire by any of the following means:

- (a) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from Ameritech's NID and connect that wire to CLEC's NID;
- (b) Enter the Customer access chamber or (side) of (dual chamber) NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable (punch-out) hole of such NID enclosures;
- (c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit (“MDU”) for the purpose of accessing Customer premises inside wire and extending such wire to CLEC's own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., CLEC, its agent, the building owner or the Customer).

3.3 If CLEC accesses the Customer's inside wire as described in **Section 2.2(d)**, the time and materials charges will be billed to the requesting party (i.e., CLEC, the building owner or the Customer).

3.4 In no case shall CLEC remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.5 In no case shall CLEC remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with CLEC to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

#### **4.0 Unbundled Local Switching**

##### **4.1 Access to Unbundled Local Switching.**

4.1.1 CLEC shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with **Article IX** of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to CLEC's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide CLEC access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide CLEC all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. CLEC has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features (“**CLASS**”) features; and
- (c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon CLEC's Bona Fide Request. CLEC will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Unless already provided by Ameritech as a service offering, and if not, upon CLEC's Bona Fide Request, Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by CLEC to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 Ameritech provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

4.1.7 Ameritech will switch traffic through its local switching element in accordance with Ameritech standard switching translations and screening in use in that switch. The custom routing optional feature enables CLEC to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following CLEC's agreement to pay the applicable costs.

## 4.2 Provisioning of Unbundled Local Switching.

The following coordination procedures shall apply for conversions of “live” Telephone Exchange Services to unbundled Network Elements:

4.2.1 CLEC shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a “**Service Order**”) using the electronic interface described on **Schedule 9.2.6**. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within forty-eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide CLEC the firm order commitment (“**FOC**”) date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by CLEC, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, CLEC may request the development and establishment of such customer routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, CLEC may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If CLEC elects option (c) and later desires to convert the Unbundled Local Switching port using Ameritech's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.2.2 Ameritech agrees to coordinate with CLEC at least forty-eight hours prior to the due date a scheduled conversion date and time (the **"Scheduled Conversion Time"**) in the (**"A.M."**) (12:00 midnight to 12:00 noon) or (**"P.M."**) (12:00 noon to 12:00 midnight) (as applicable, the **"Conversion Window"**).

4.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **"New Conversion Time"**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If CLEC requests the New Conversion Time, CLEC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **"live"** Telephone Exchange Service to the connection of an unbundled Network Element at the CLEC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

If CLEC has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no

additional coordination charge (other than the applicable standard service order and line connection charges).

Ameritech shall provide to CLEC equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.5 When ordering a Local Switching Element, CLEC may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.6 Unless otherwise directed by CLEC and to the extent technically feasible, when CLEC orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

#### 4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request (“ASR”) which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for CLEC at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to CLEC on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with Ameritech. Performance will be measured on switching, call recording, and network management controls.

4.3.4 Switch downtime will be measured through FCC reportable incidents report. CPI Index will be measured calls blocked and customer out of service incidents.

4.3.5 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

4.3.6 Congestion Control and overflow criteria are set by the use of NTMOS Surveillance system which polls EDAS and NMA data on call volumes and make busy standards. Ameritech sets automatic thresholds with preplan routing and overflow selection. The system is also monitored via a manual surveillance system early recognition of performance problems.

Ameritech shall:

5.1 Provide CLEC exclusive use of Interoffice Transmission Facilities dedicated to CLEC, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including CLEC;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that CLEC could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, CLEC to connect such interoffice facilities to equipment designated by CLEC, including CLEC's Collocated facilities; and

5.4 Permit, to the extent technically feasible, CLEC to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

## **6.0 Signaling Networks and Call-Related Databases**

### **6.1 Signaling Networks.**

6.1.1 If CLEC purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide CLEC access to Ameritech's signaling network for each of CLEC's switches when CLEC uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit CLEC to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If CLEC has its own switching facilities, Ameritech shall provide CLEC access to STPs to each of CLEC's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from



CLEC's switch to Ameritech's STP, or linking CLEC's switch to its own STP and then connecting that STP to Ameritech's STP via a “B” or “D” link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of CLEC's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that CLEC's switch is compatible with Ameritech's SS7 network;
- Certification that CLEC's switch is compatible with Ameritech's AIN SCP;
- Certification that CLEC's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by CLEC, so that Ameritech can provide sufficient SS7 resources for CLEC and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide CLEC access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If CLEC purchases Unbundled Local Switching, CLEC may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If CLEC has deployed its own switch, and has linked that switch to Ameritech's signaling system, CLEC shall be given access to Ameritech's SCP in a manner that allows CLEC to provide any call-related, database-supported services to Customers served by CLEC's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide CLEC access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by CLEC so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

### 6.3 Service Management Systems.

6.3.1 Ameritech shall provide CLEC with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide CLEC equivalent access to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access will provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if CLEC inputs magnetic tapes, or through an electronic interface equivalent to that used by CLEC). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

## 7.0 **Operations Support Systems Functions**

7.1 Ameritech shall provide CLEC access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide CLEC access to the functionality of any internal gateway systems Ameritech employs in performing the above-listed OSS functions for its own Customers. A (gateway system) means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of the above-listed OSS functions.

## 8.0 **Operator Services and Directory Services.**

8.1 Ameritech shall provide CLEC access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to CLEC in conjunction with Telephone Exchange Service provided to CLEC as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to CLEC and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 CLEC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. CLEC is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, CLEC shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which CLEC will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable CLEC to deliver its OS or DA traffic to the operator service switch most closely located to the CLECs NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. CLEC has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 CLEC is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 CLEC will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. CLEC will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for CLEC, so CLEC can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to CLEC. In either case, CLEC is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling CLEC to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by CLEC to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit CLEC to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by CLEC to pay to Ameritech its costs of developing, installing, providing and maintaining such network element.

8.12 Access of resellers and CLEC to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services. Upon request, Ameritech will, as technically feasible, provide a different quality of service, upon agreement by CLEC to pay to Ameritech its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

8.13 CLEC will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. CLEC will furnish to Ameritech all information necessary for the provision of OS and DA.

8.13.1 To the extent that CLEC does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter CLEC's surcharge rates into Ameritech's rate tables, and will charge CLEC for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, CLEC will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 CLEC will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. CLEC will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon CLEC's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, CLEC must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving CLECs Customers.

8.15 Branding: Re-branding is available as follows:

(a) Mechanized front-end branding is available for all manual and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if CLEC pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from CLEC, and as technically feasible, Ameritech will re-brand OS and DA traffic from CLEC's telephone exchange lines, or to CLEC's unbundled OS or DA network element. Re-Network Element. Re-branded service requires that CLEC arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 CLEC grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by CLEC under this Agreement will be maintained by Ameritech only for providing DA information, and will not be

disclosed to third parties. This section does not prohibit Ameritech and CLEC from entering into a separate agreement which would allow Ameritech to provide or sell CLECs DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

8.17 Ameritech will supply CLEC with call detail information so that CLEC can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

**SCHEDULE 9.10****NETWORK ELEMENT PERFORMANCE BENCHMARKS****A. Non-DS1 Loops-Standard Intervals**

<u>Volume*</u>	<u>Interval</u>
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

\*Number of Loops Per Order Per Day

**B. DS1 Unbundled Local Transport**

1. Facilities Available	Interval
completed on time	7 Business Days
Facilities or Force	Negotiated

**C. DS3-Unbundled Local Transport** Negotiated Interval**D. OC-N-Unbundled Local Transport** Negotiated Interval



**SCHEDULE 10.1  
RESALE SERVICES**

The Resale Services provided by Ameritech hereunder and the rates, charges, and prices for such Resale Services are set forth in ILL. C.C., No. 19, Part 22 and ILL. C.C., No 20, Part 22.

### **SCHEDULE 10.3.1**

#### **GRANDFATHERED SERVICES AND SUNSETTED SERVICES ILLINOIS**

The following list contains Grandfathered Services which are found in Part 20 of either ICC No. 19 for competitive services, or ICC No. 20 for non-competitive services.

##### ICC No. 19

Integrated Information Network  
Centrex Switching Service  
Centrex Service  
Ameritech Integrated Digital Network  
Ameritech Central Office Information Manager Service  
Ameritech Business Solutions Centrex  
Nondedicated 800/312 NPA Service

##### ICC No. 20

Centrex  
Starline  
Ameritech Custom Business Service  
Public Switched Digital Service  
Intercom Calling Service  
Single Line Premiere Communications Service  
Ameritech Service Management System  
Lobby Interphone Service for Multiple Apartment Buildings  
Hotel Service  
Message Register Service  
Nondedicated 800/312 NPA Service  
Customized Intercept  
Series 7000 Channel Services  
Series 10000 Channel Service (Entrance Facilities)  
Joint Use Arrangements\*/  
Direct High Capacity Service  
Delta 24 Channel Services

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\*/ Sunsetting service, all other services are grandfathered. In addition, Distinctive Ringing Service will be withdrawn and Basic 911 service will be grandfathered effective 11/11/96.

Direct High Capacity Service  
Delta 24 Channel Services  
Dataphone Select-a-Station Service

## **SCHEDULE 10.9.2**

### **RESALE PERFORMANCE ACTIVITIES**

#### **A. Installation**

##### **1. Installation Intervals**

###### **a. POTS**

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Days

###### **b. HICAP: Percentage of Missed Appointments**

SUBRATE: Percentage of Missed Appointments

##### **2. New Service Failures**

a. POTS: Percentage of New Service Failures During First Seven (7) Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

#### **B. Repair**

##### **1. Time to Repair**

a. POTS: Percentage of Repairs Not Completed within twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3) hours



2. Percentage of Initial Trouble Reports

3. Percentage of Code 4 Troubles

C. Time to Provide Firm Order Commitment

1. Switched Services: Percentage of Firm Order Commitments Provided in four (4) days of Date of Order

2. HICAP Services: Percentage of Firm Order Commitments Provided within twenty-four (24) hours of Time of Order

D. Speed of Answer

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds

2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.

3. Operator Services: Toll Assistance Speed of answer (seconds).

4. Operator Services: Directory Assistance Speed of answer (seconds).

**SCHEDULE 10.9.6**

**CREDIT ALLOWANCES**

**ILLINOIS**

**1.0 General.**

When a service provided by either Party (the **“Providing Party”**) to the other Party (the **“Purchasing Party”**) is interrupted and such interruption exceeds the qualification period applicable to such service as set forth in this **Schedule 10.9.6**, the Providing Party shall, at the Purchasing Party's request, provide the Purchasing Party a credit allowance for the interrupted service (the **“Credit Allowance”**) as calculated in this **Schedule 10.9.6**. A service shall be considered interrupted when the service is rendered useless and inoperative. For purposes of calculating Credit Allowances, an interruption shall be deemed to begin at the time that such interruption is reported to or detected by Ameritech, whichever occurs first, and shall end at the time such service is repaired, as evidenced by Ameritech's records.

Notwithstanding the foregoing, a Credit Allowance shall not be given for interruptions caused by (i) negligence or willful act of the Purchasing Party or its Customers, (ii) Customer-provided facilities, or (ii) electric power failure where the Customer furnishes such electronic power failure where the Customer furnishes such electronic power.

The Credit Allowance shall be based upon the ratio of the (i) duration of the interruption measured from the time such interruption begins and expressed in multiples of the allowance increment applicable to such service as set forth in this **Schedule 10.9.6** to (ii) total number of such allowance increments in a thirty (30) day month (the **“Allowance Ratio”**). The Credit Allowance shall equal the Allowance Ratio times the monthly charge to the Purchasing Party for such affected service.

**2.0 Qualification periods.**

	<u>Service</u>	<u>Qualification Period</u>	<u>Allowance Increment</u>
A.	All services except those listed below	12 hours	24 hours
B.	Telecommunications Channel Service		
(1)	Series 1000 and Series 3000		
	intraexchange	24 hours	24 hours
	interexchange	1/2 hour	1/2 hour
(2)	Series 2000		
	a.All Series 2000 Channels except type 202	24 hour	24 hours
	b.Type 2002 Channels		
	intraexchange	24 hours	24 hours
	interexchange	1/2 hour	1/2 hour
(3)	Series 7000		
	Type 7003	2 hours	1 hour

- C. WATS
- D. Foreign Exchange, Foreign Central Office and Foreign District Service 24 hours 24 hours
- E. Direct Digital Service, direct High Capacity Service except for individual channelizing (plug-ins) and NOVALINK Fiber Optic Service.
- (1) Interruptions (as defined in applicable tariffs) of 24 Hours or Less
- | <u>Length of Interruption</u>                    | <u>Credit</u> |
|--|---------------|
| Less than 30 minutes                             | None          |
| 30 minutes and up to, but not including, 3 hours | 1/10 day      |
| 3 hours and up to, but not including, 6 hours    | 1/5 day       |
| 6 hours and up to, but not including, 9 hours    | 2/5 day       |
| 9 hours and up to, but not including, 12 hours   | 3/5 day       |
| 12 hours and up to, but not including, 15 hours  | 4/5 day       |
| 15 hours and up to 24 hours inclusive            | One day       |
- Two or more interruptions of 30 minutes or more during any period up to, but not including 3 hours, shall be considered as one interruption.
- (2) Interruptions (as defined in applicable tariffs) of Over 24 Hours
- Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.



## SCHEDULE 10.11.1

### FORM OF REPRESENTATION OF AUTHORIZATION

CLEC hereby represents to Ameritech, for purposes of obtaining a Customer's Customer Proprietary Network Information (“**CPNI**”) or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of CLEC, CLEC acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification, or other means (“**Documentation of Authorization**”) which explicitly authorizes CLEC to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, CLEC must submit to Ameritech the Documentation of Authorization. If CLEC cannot provide applicable Documentation of Authorization, then Ameritech shall not provide CPNI to CLEC.
2. If CLEC has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, CLEC need not submit Documentation of Authorization to obtain the Customer's CPNI.
3. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, CLEC acknowledges that it must obtain Documentation of Authorization which explicitly authorizes CLEC to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. CLEC need not submit the Documentation of Authorization to process a service order. However, CLEC hereby represents that it will not submit a service order to Ameritech unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
4. The Documentation of Authorization must clearly and accurately identify CLEC and the prospective Customer.
5. CLEC shall retain all Documentation of Authorization in its files for as long as CLEC provides Telephone Exchange Service to the Customer, or for as long as CLEC makes requests for information on behalf of the Customer.

6. CLEC shall make Documentation of Authorization available for inspection by Ameritech during normal business hours. In addition, CLEC shall provide Documentation of Authorization for Customers or prospective Customers to Ameritech upon request.
7. CLEC is responsible for, and shall hold Ameritech harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of May 12, 2000 by and between Ameritech Illinois and Z-Tel Communications, Inc. (the “**Interconnection Agreement**”) resulting from Ameritech's reliance upon CLEC's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
8. If CLEC fails to repeatedly and materially abide by the procedures set forth herein, Ameritech reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this 12<sup>th</sup> day of May 2000.

Z-Tel Communications, Inc.

By:

Title:

Printed Name:

## **SCHEDULE 10.12.6**

### **LAW ENFORCEMENT INTERFACES**

#### **1.0 Introduction.**

Consistent with Applicable Law, it is necessary for CLEC and Ameritech to provide interface requirements to allow CLEC to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies (“**Law Enforcement Process**”). The Law Enforcement Process will enable CLEC to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

#### **2.0 Law Enforcement.**

Definition - The Law Enforcement Process assures that CLEC (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

#### **3.0 Annoyance Call Bureau.**

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When CLEC must initiate a wire trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. CLEC (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency’s name, officers name and case or report number.

3.2.2. CLEC shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of CLEC

Customers who have received annoying calls. AACB will build case for and establish trap for twenty-one (21) days. CLEC shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to CLEC a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, CLEC shall advise its Customer to contact its local Law Enforcement Agency and to provide CLEC with required information to initiate a trap or call trace. CLEC will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, CLEC shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide CLEC representatives with an emergency security contact number.

3.2.7. CLEC's Customer must contact CLEC with the dates and times of the unwanted calls. CLEC shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to CLEC informing CLEC of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that CLEC provided to the AACB. CLEC shall inform its Customer of the results of the investigation.

3.2.9. If CLEC Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call CLEC.

#### **4.0 Wire Intercept.**

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of CLEC Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the CLEC Customer line.

## **5.0 Pen Register (Dial Number Recorder).**

5.1. Definition - Requests from law enforcement agencies to conduct a “form” of identifying calls dialed by CLEC Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

## **6.0 Trace.**

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the CLEC Customer (via CLEC) or court order, law enforcement officials request a record of calling numbers to the premises of the CLEC Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides CLEC direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

## **7.0 Subpoena Management.**

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding CLEC Customers. If the law enforcement agency serves CLEC the original subpoena, CLEC shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify CLEC of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to CLEC's Customers are pending further discussions with Ameritech.

## **SCHEDULE 10.13**

### **RESALE MAINTENANCE PROCEDURES**

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this **Schedule 10.13**.

1. Ameritech shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this **Schedule 10.13**.

2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from CLEC Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a CLEC Customer or an Ameritech Customer.

3. Ameritech shall provide CLEC with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to CLEC under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide CLEC notice of any scheduled maintenance activity which may impact CLEC's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact CLEC Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

5. If service is provided to CLEC Customers before an electronic interface (“**EI**”) EI is established between CLEC and Ameritech, CLEC will transmit repair calls to Ameritech repair bureau by telephone.

6. Ameritech repair bureau, including the EI to be established pursuant to the Implementation Plan, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide CLEC a twenty-four (24) hour advanced notification of such out-of-service conditions.

7. Ameritech shall provide progress reports and status-of-repair efforts to CLEC upon request, and at a frequency interval to be determined by CLEC. Ameritech shall inform CLEC of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by CLEC to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and then use the signed form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to CLEC Customer premises shall be accomplished by Ameritech pursuant to a request received from CLEC. The EI established between the Parties shall have the capability of allowing CLEC to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

#### Critical or Expedited Troubles.

Upon receiving a referred trouble from CLEC, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a CLEC expedited request, Ameritech will notify CLEC and CLEC will have the option to implement the escalation process described in the Implementation Plan.

#### Disaster Recovery

The Implementation Plan will establish a process for disaster recovery that addresses the following:

Events affecting Ameritech's network, work centers and Operational Support Systems functions;

Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

Procedures for notifying CLEC of problems, initiating restoration plans and advising CLEC of the status of resolution;

Definition of a disaster; and



Equal priority, as between CLEC Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including deployment of repair personnel, and access to spare parts and components.

## **SCHEDULE 10.13.2**

### **SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY**

Electronic interfaces will provide CLEC with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
  - Billing telephone number/name/address
  - Service Location Address
  - Working telephone number(s) on the account
  - Existing service and features
  - Blocking
  - CLASS Features
  - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
  - Special Exemption Status indicator
  - Directory Listing Information
  - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the CLEC Customer order for all desired features and services;
- d) Assign a telephone number (if the CLEC Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;
- i) Order local intraLATA toll service and enter CLEC Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a CLEC Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, CLEC shall be entitled to place orders to transfer a Customer to CLEC without identifying the specific features and services being subscribed by such Customer at the time of the request (“**Migration-As-Is**”). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, CLEC need only specify the features and/or services which are to change. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Critical or expedited orders:

CLEC may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the CLEC Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet a CLEC expedite request, Ameritech will notify CLEC and CLEC shall have the option to implement the escalation process to be defined in the Implementation Plan.

## SCHEDULE 12.9.1

### PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. CLEC may reserve additional space in an Ameritech Central Office in which it has (or is ordering) for Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system (**“Reservation Charge”**).
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of Ameritech by CLEC in the particular Central Office.
4. The reservation takes a priority based on the time at which it is made.
5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) which, when considering all higher priority reservations, still represent(s) available space sufficient to fill the order for Physical Collocation (**“Option Party”**) will be given the option of “enforcing” or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation.

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after

subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by reservations of higher priority and which have been enforced, the holder may maintain its reservation as set forth in Section 5 above.

7. In a Central Office, Ameritech may reserve space on the following conditions:
  - The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service -- including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
  - The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.
  - Ameritech will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

8. Ameritech shall enforce its reservation in the same manner in which CLEC and other collocating Telecommunicating Carriers shall be required to enforce its reservations. In that case, Ameritech will impute the floor space charge to the operations for which the space is reserved.

### **SCHEDULE 12.9.3**

#### **COLLOCATION CAPACITY PLANNING**

By the end of Contract Month 3, CLEC and Ameritech shall jointly develop a planning process for meeting CLEC's space and intraoffice facility requirements which shall include the procedures to be followed for the CLEC quarterly forecast of anticipated additional power requirements.

## SCHEDULE 12.12

### DELIVERY OF COLLOCATED SPACE

#### 1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from Ameritech, CLEC shall send written verification that it still requires each Collocation space requested on CLEC's application for which space is available. This written notification is CLEC's firm order for service for each Collocation space requested. Subject to **Section 1.3** below, CLEC's written notification shall be accompanied by CLEC's payment of forty percent (40%) of all applicable Central Office Build Out (“COBO”) fees (the “**Initial COBO Payment**”). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as CLEC has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of CLEC's request for Collocation pursuant to **Section 12.12**, CLEC shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by Ameritech of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If CLEC's credit rating is not satisfactory within the aforementioned period, CLEC shall pay the COBO charges in accordance with the provisions of Ameritech's applicable tariff.

#### 2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 CLEC will be responsible for any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary

costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Ameritech must advise CLEC if extraordinary costs will be incurred within twenty (20) Business Days of CLEC's request for space. Otherwise, CLEC will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

Within ten (10) Business Days after the initial walkthrough referred in **Section 12.12.2(b)**, Ameritech shall provide to CLEC a written proposal which covers CLEC's requirements for the space and details the associated requirements and the applicable charges required to meet CLEC's specific request and the expected service date. CLEC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to Ameritech. Upon receipt of CLEC's signed proposal, Ameritech will begin the work and charge CLEC for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 CLEC will be responsible for notifying Ameritech of any significant outages of CLEC's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 CLEC is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 CLEC is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to a CLEC-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, CLEC shall obtain Ameritech's written approval of CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. CLEC must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect CLEC's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If CLEC is found to be in non-



compliance with the terms and conditions of this Schedule, CLEC must modify its installation to achieve compliance. Ameritech will notify CLEC in advance of such inspections, and CLEC shall have the right to be present at the time of the inspection.

### **3.0 Delivery of Virtual Collocation Space**

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where CLEC equipment is located.

3.2 Ameritech 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.

3.3 Ameritech shall follow established escalation and expedite requests for maintenance of intraoffice facilities.

3.4 Ameritech and CLEC shall jointly develop procedures for notifying CLEC when environmental and power alarms are activated.

3.5 Ameritech shall allow CLEC to perform circuit pack changes while under escort by an Ameritech employee selected by Ameritech. Ameritech will provide such escort within one (1) hour of CLEC's request. CLEC agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

3.6 Ameritech shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to CLEC.

3.7 Ameritech shall allow CLEC employees to install updates, including software updates, and perform routing maintenance while under escort by an Ameritech employee selected by Ameritech. The escort request will be made 2 weeks in advance of the routine maintenance. CLEC agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

3.8 Ameritech shall use the latest documentation provided by CLEC in either hard copy or electronic form when performing work on CLEC equipment.

3.9 Ameritech shall follow applicable CLEC guidelines when working on CLEC equipment.

## **SCHEDULE 12.15**

### **COMMON REQUIREMENTS**

The following requirements are applicable to both Physical and Virtual Collocation:

1. Ameritech shall provide to CLEC any intraoffice facilities that CLEC requests and that Ameritech provides by tariff or contract to any carrier.
2. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
3. CLEC may provide basic telephone service with a connection jack for the Collocated space.
4. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. Ameritech shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.
6. Ameritech shall provide all ingress and egress of fiber cabling to CLEC Collocated spaces in compliance with CLEC's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. CLEC will pay any additional costs incurred by Ameritech to meet any special diversity requirements of CLEC which are beyond those normally provided by Ameritech.
7. Ameritech shall provide CLEC with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. Ameritech will inform CLEC by telephone of any emergency-related activity that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by CLEC or the AC and DC power plants that support CLEC equipment. Notification of any emergency-related activity shall be made as soon as practicable after Ameritech learns that such emergency activity is necessary. By the end of Contract Month 3 the Implementation Team will agree upon the process for the notification required by

this Section (**the “Emergency Notification Process”**). To the extent that the Emergency Notification Process requires Ameritech to incur additional costs, CLEC shall reimburse Ameritech for such costs.

8. CLEC shall not be required by Ameritech to relocate its equipment during the Initial Term or any Renewal Term. If CLEC, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse CLEC for any and all costs reasonably associated with such relocation.

9. Should Ameritech sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, Ameritech shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for CLEC equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support CLEC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to CLEC at parity with that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet CLEC's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both CLEC's power equipment and Ameritech power equipment supporting CLEC's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. Ameritech will provide CLEC with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to CLEC equipment located in the Ameritech facility. Ameritech shall provide CLEC prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

16. Ameritech shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. Ameritech shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide CLEC with a copy of any existing drawings showing CLEC's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary CLEC cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications Carriers for the provision of the foregoing drawings and information, CLEC shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide CLEC with the foregoing drawings and information.

## **SCHEDULE 12.16**

### **ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION**

The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and CLEC's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. Ameritech shall allow requests for contiguous space in increments of 100 ft<sup>2</sup> if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the CLEC Collocated 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. In no case should any reasonable security restrictions be more restrictive than those Ameritech places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by CLEC for that building, Ameritech will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by CLEC. CLEC may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to CLEC within ten (10) Business Days after Ameritech's receipt thereof.
5. Ameritech shall permit CLEC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by CLEC's work center; provided, however, that no such CLEC-installed equipment shall interfere with the existing use of the Central Office.
6. Ameritech shall construct the collocated space in compliance with CLEC's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by CLEC at prices to be determined.
7. CLEC shall not require advance approval from Ameritech to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

8. Central Office power supplied by Ameritech into the CLEC equipment area shall be supplied in the form of fused power feeds from Ameritech's main power distribution board to CLEC's BDFB located in the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as mutually agreed upon by the Parties.

9. Ameritech power equipment supporting CLEC's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the CLEC collocated space, at a level above the top of CLEC's equipment plus or minus two (2) feet to the left or right of CLEC's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment upon completion of the equipment node construction in accordance with CLEC's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walkthrough provide CLEC with (i) documentation submitted to and received from contractors for any work being done on behalf of CLEC that will be billed as extraordinary expenses; and (ii) a parallel installation sequence.

11. Ameritech shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12. Ameritech shall within (30) days of the Effective Date provide to CLEC (i) work restriction guidelines related to any restrictions on the manner in which an CLEC contractor can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the collocation of equipment in Ameritech's Premises. CLEC acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify CLEC in a timely manner of any changes to such work restriction and technical guidelines.

# APPENDIX PERFORMANCE MEASUREMENTS

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## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable 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 10<sup>th</sup> Order”). It is AM-IL’s position that pursuant to the Merger Conditions, 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 shall be made available without the expiration date of October 8, 2002. Therefore, AM-IL is providing the Performance Measurements, Performance Remedy Plan as modified by Docket 01-0120, and associated Business Rules under protest, and only under compulsion of the Order on Reopening. Each Party specifically reserves any and all rights and remedies it may have to challenge the ICC orders issued in Docket 01-0120 under state and federal law. In the event that any of the provisions of this Appendix, or any of the laws, regulations or Commission orders that were the basis or rationale for such provision in this Appendix, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, the Appendix or affected provision shall be immediately invalidated, modified, clarified, or stayed as required to effectuate the subject order upon written request of either Party. The Parties shall then immediately begin negotiations to amend the Appendix with appropriate conforming language. AM-IL also specifically reserves the right to seek recovery of payments made pursuant to this Appendix, consistent with any action of such regulatory or legislative body or court.
- 2.2 In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10<sup>th</sup> 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 SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

## PRICING SCHEDULE - ILLINOIS<sup>1</sup>

### ITEM I - 9-1-1 Service

See Exhibit PS-I

### ITEM II - Reciprocal Compensation/Transit Service Charge

#### A. Reciprocal Compensation

- |    |                                   |                                    |
|----|-----------------------------------|------------------------------------|
| 1. | End Office Local Termination      | \$0.003746 per minute              |
| 2. | Tandem Switching                  | \$0.001072 per minute              |
| 3. | Tandem Transport Termination      | \$0.000201 per minute              |
| 4. | Tandem Transport Facility Mileage | \$0.000013 per minute <sup>2</sup> |

#### B. Transit

- |    |                               |                       |
|----|-------------------------------|-----------------------|
| 1. | Transit Tandem Switching      | \$0.004836 per minute |
| 2. | Transit Transport Termination | \$0.000189 per minute |

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<sup>1</sup> Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its February 17, 1998 order, issued in Docket No. 96-0486, 96-0559, consolidated, as amended by its Amendatory Order dated April 6, 1998 (the "TELRIC Order"). If the Commission determines that the rates, charges and prices set forth herein are inconsistent with the Commission's decision in the TELRIC Order, either Party shall, upon written notice to the other Party, have the right to include or substitute rates, charges and prices that confirm to the TELRIC Order. Notwithstanding anything to the contrary in this Agreement, including Section 29.3, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying the TELRIC Order (a "Modifying Order"), either Party shall, upon written notice to the other Party, have the right to require that this Agreement be amended to reflect such Modifying Order and such amended or new rates, charges or prices shall be effective as if such rates, charges and prices were originally established in the applicable TELRIC Order.

<sup>2</sup> Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office.

3. Transit Facility Mileage \$0.000093 per minute

ITEM III - Ancillary Traffic

Ancillary Services Billing and Collection: \$0.03 per message

ITEM IV - BLV/BLVI Traffic

A. Busy Line Verification (BLV): \$0.936756 per use

B. Busy Line Verification Interrupt (BLVI): \$1.094538 per use  
(in addition to BLV charge)

ITEM V - Unbundled Network Elements

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area <sup>3</sup>		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$2.59	\$7.07	\$11.40
Ground Start	\$2.64	\$7.84	\$12.38
COPTS Coin	\$2.67	\$8.09	\$12.72
Electronic Key Line	\$2.95	\$12.18	\$17.92
4-Wire Analog	\$4.08	\$16.82	\$26.63
Digital			
ISDN - 2-Wire	\$2.71	\$8.88	\$13.68
4-Wire 64 Kbps	\$62.12	\$61.34	\$62.36
4-wire 1.544 mbps	\$73.46	\$61.45	\$61.56
2-Wire ADSL-Compatible	\$2.59	\$7.07	\$11.40
2-Wire HDSL-Compatible	\$2.59	\$7.07	\$11.40
4-Wire HDSL-Compatible	\$4.08	\$16.82	\$26.63
Cross Connect Charge			

<sup>3</sup> "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

(additional, per cross connect):		
2-wire		\$0.14
4-wire		\$0.31
6-wire		\$0.45
8-wire		\$0.62
DS1		\$0.43
DS3		\$0.76
Service Coordination Charge		\$1.15

2. Non-Recurring Rates

Service Order-Establish/Change: (Business or Residence)	\$13.17 <sup>4 5</sup>
Line Connection: (Business or Residence)	\$25.08 <sup>6</sup>

B. Network Interface Device<sup>7</sup> No charge

C. Switching

1. Unbundled Local Switching

---

<sup>4</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>5</sup> This is an interim rate per Second Interim Order.

<sup>6</sup> The Line Connection Charge applies to each Loop.

<sup>7</sup> Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

		<u>Non-Recurring</u>	<u>Monthly</u>
A.	Custom Routing		
-	per new LCC, per switch	\$232.00	---
B.	ULS Ports		
-	Basic Line Port, per port		\$5.01 <sup>4</sup>
-	Ground Start Line Port, per port	---	\$5.78
-	COPTS-Coin Line Port, per port	---	\$5.78
-	ISDN-Direct Port, per port	---	\$28.42
	per telephone number	---	\$0.01
-	DID Trunk port, per port [low priority]	---	\$10.63
	per telephone number	---	\$0.01
	add/rearrange each termination	---	---
-	ISDN Prime Trunk Port, per port	---	\$155.90
	per telephone number	---	\$0.01
	add/rearrange channels	---	---
-	Digital Trunking Trunk Port, per port	---	\$102.08
	[low priority]		
-	Custom Routing Port, per port		
	per individual trunk termination	---	\$56.78
-	Centrex Basic Line Port, per port	---	\$9.55
-	Centrex ISDN Line Port, per port	---	\$42.07
-	Centrex EKL Line Port, per port	---	\$27.84
-	Centrex Attendant Console Line Port, per port	---	\$86.89
C.	Centrex System Charges		
-	System Features, per common block	---	\$304.33
-	Common Block establishment, each	\$491.38	---

	<u>Non-Recurring</u>	<u>Monthly</u>
- System features change or rearrangement, per feature, per occasion	\$66.04	---
- System feature activation, per feature, per occasion	\$260.52	---
2. Service Charges		
Initial Port Connection Charge - Line Port	\$53.01	---
Initial Port Connection Charge - Attendant Console Port	\$106.01	---
Initial Trunk Port Connection Charge	\$778.06	---
Subsequent Port Connection Charge	\$29.17	---
Service Ordering Charges		
- <u>Initial</u> Line port, per occasion	\$16.37	---
Trunk port, per occasion	\$410.63	---
- <u>Subsequent</u> per occasion	\$16.37	---
- Record Order per occasion	\$14.60	---
Conversion Charge		
- change from one type of line-port to another, per each changed	\$47.75	---
Ameritech Cross-Connection Service per carrier transport facility,		
- 2-Wire (Line port), each	---	\$0.14
- DSI (Trunk port) (each individual trunk)	---	\$0.43
3. Service Coordination Fee		
- per carrier bill, per switch	---	\$1.15
4. Subsequent Training		
- per Company person, per hour	\$80.14	
5. Unbundled Local Switching (ULS) Usage		
- Billing Development - per Switch per TC	\$138.12	---
		<u>Minute-of-Use</u>

	<u>Non-Recurring</u>	<u>Monthly</u>
- Per minute-of-use or fraction thereof	---	\$0.000000 <sup>8</sup>
Daily Usage Feed - per Message charge	---	\$0.000918
<b>D. Unbundled Tandem Switching</b>		
Tandem Trunk Port (DS1) with Features	---	\$122.79
Service Order Charge per DS1	\$410.30	---
Line Connect Charge per DS1	\$780.07	---
Subsequent Changes, per Trunk group	\$29.15	---
DS-1 Cross Connect	---	\$0.43
	<u>Per Minute</u>	
Usage Without Tandem Trunks Initial	\$0.000569	
	<u>Monthly</u>	<u>Non-Recurring Charge</u>
<b>E. Interoffice Transmission Facilities DS1</b>		
1. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 1.544 Mbps		

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<sup>8</sup> Interim Rate Per Second Interim Order.



		<u>Non-Recurring</u>	<u>Monthly</u>
	Area A	\$73.46	---
	Area B	\$61.45	---
	Area C	\$61.56	---
2.	Interoffice Mileage Termination		
-	Per Point of Termination		
	1.544 Mbps		
	Area A	\$17.35	---
	Area B	\$17.35	---
	Area C	\$17.35	---
	Interoffice Mileage		
-	Per mile		
	1.544 Mbps		
	Area A	\$1.88	---
	Area B	\$1.88	---
	Area C	\$1.88	---
3.	Optional Features and Functions		
(a)	Clear Channel Capability		
-	Per 1.544 Mbps Circuit Arranged		
	Area A	---	\$443.18
	Area B	---	\$443.18
	Area C	---	\$443.18
(b)	Interconnection Central Office Multiplexing		
-	DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
	Area A	\$275.34	---
	Area B	\$275.34	---
	Area C	\$275.34	---
(c)	DS1 Cross Connect	\$000.43	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
F. Interoffice Transmission Facilities - DS3		
1. Entrance Facility		
- Per Point of Termination		
(a) DS3 with Electrical interface		
- Per Termination		
Area A	\$686.47	---
Area B	\$768.77	---
Area C	\$752.87	---
2. Interoffice Mileage Termination		
- Per Termination		
- Electrical		
Area A	\$146.93	---
Area B	\$146.93	---
Area C	\$146.93	---
Interoffice Mileage		
- Per Mile		
Area A	\$29.81	---
Area B	\$29.81	---
Area C	\$29.81	---
3. Optional Features and Functions		
(a) Interconnection - Central Office Multiplexing		
- Per Arrangement		
- DS3 to DS1		
Area A	\$404.30	---
Area B	\$404.30	---
Area C	\$404.30	---
(b) DS3 Cross Connect	\$000.76	---
G. Interoffice Transmission Facilities - OC-3		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps	\$311.34	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps	\$342.69	---
Interoffice Mileage		
- Per Mile 155.52 Mbps	\$208.80	---

		<u>Monthly</u>	<u>Non-Recurring Charge</u>
3)	Optional Features and Functions		
a)	OC-3 Add/Drop Multiplexing		
-	Per arrangement	\$542.03	---
b)	Add-Drop Function		
-	Per DS3 Add or Drop	\$105.15	---
-	Per DS1 Add or Drop	\$32.48	---
c)	- Cross-Connection of Services OC-3 to OC-3 Cross-Connect		
-	Per Circuit	\$76.83	\$2,819.25
d)	1+1 Protection		
-	Per OC-3 Entrance Facility	\$41.59	---
e)	1+1 Protection with Cable Survivability		
-	Per OC-3 Entrance Facility	\$41.59	\$2,819.25

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
f) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility		Apply Rates and Charges as (c) above plus (2) below
2) Per Quarter Route Mile	\$62.34	---
H. Interoffice Transmission Facilities - OC-12		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	\$547.79	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	\$571.38	---
Interoffice Mileage		
- Per Mile 622.08 Mbps	\$376.16	---
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	\$637.78	---
b) Add/Drop Function		
- Per OC-3 Add or Drop	\$146.47	---
- Per DS3 Add or Drop	\$31.77	---
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	\$405.01	---
d) 1+1 Protection		
- Per OC-12 Entrance Facility	\$205.74	---
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	\$205.74	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility		Apply Rates and Charges (d) above plus (2) below

as

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
2) Per Quarter Route Mile	\$54.20	---
<b>I. Interoffice Transmission Facilities - OC-48</b>		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	\$2,418.86	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	\$1,269.31	---
Interoffice Mileage		
- Per Mile 2488.32 Mbps	\$320.69	---
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	\$724.77	---
b) Add/Drop Function		
- Per OC-12 Add or Drop	\$317.08	---
- Per OC-3 Add or Drop	\$146.91	---
- Per DS3 Add or Drop	\$ 49.90	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	\$981.34	---
d) 1+1 Protection		
- Per OC-48 Entrance Facility	\$848.18	---
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	\$848.18	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	\$96.65	---

## J. Installation and Rearrangement Charges for Interoffice Transmission Facilities

	Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination	
DS1 Service 1.544 Mbps				
Area A		\$406.61	\$632.71	\$585.51
DS3 Service 44.736 Mbps				
Area A		\$308.22	\$671.16	\$377.25
OC-3 Service 155.52 Mbps		\$123.65	\$564.71	\$875.11
OC-12 Service 622.08 Mbps		\$123.65	\$564.71	\$875.11
OC-48 Service 2488.32 Mbps		\$123.65	\$564.71	\$875.11

## K. Signaling Networks and Call-Related Databases

## 1. Signaling Networks

Signaling Link IL.C.C. 21 Section No. 6

Port Termination	\$263.19 (monthly)
Signaling Switching IAM	\$0.000133 per message
Signal Transport IAM	\$0.000084 per message
Signal Formulation IAM	\$0.000451 per message
Signal Tandem Switching IAM	\$0.000299 per message
Signal Switching TCAP	\$0.000108 per message
Signal Transport TCAP	\$0.000057 per message
Signal Formulation TCAP	\$0.000324 per message

Non-Recurring Costs

Port Termination	\$714.11
Originating Point Code	
per service added or changed	\$24.75
Global Title Address Transfer	
per service added or changed	\$13.31

## 2. Call-Related Databases

Unbundled Local Switching Interconnection

-800DB Call-Routing Query	\$0.002314
-800DB Routing Options	\$0.000615

Local STP Interconnection

-800DB Carrier-ID-Only	\$0.001237
-800DB Routing Options	\$0.000234

Regional STP Interconnection

-800DB Carrier-ID-Only	\$0.001129
-800DB Routing Options	\$0.000125

Carrier-Provided Operator Services

## Interconnection at local STP

-LIDB Validation	\$0.016151
-LIDB Transport	\$0.000132
-Out-of-Region-Query	\$0.061778

## Interconnection at regional STP

-LIDB Validation	\$0.016151
-LIDB Transport	\$0.000020

Unbundled Operator Services

-LIDB Validation	\$0.016151
------------------	------------

- |    |                            |            |
|----|----------------------------|------------|
|    | -LIDB Transport            | \$0.000510 |
|    | -Out-of-Region-Query       | \$0.062160 |
| 3. | Service Management Systems |            |

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

L. Operator Services and Directory Assistance

1. Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.364 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.019 per occurrence

2. Directory Assistance

Branding per trunk group - \$299.73 non-recurring charge

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, end office or tandem switching (where requested).

	Price Per Call	Non-Recurring Charge
Information Call Completion, per completed call	\$0.022	---
Branding, per trunk group <sup>9</sup>		\$299.73

	Monthly Payment Term Payment Plans
--	---------------------------------------

<sup>9</sup> When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.



<u>Description</u>	<u>1 Month</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Directory Assistance, Term Payment Plan, rate per call	\$0.258	\$0.255	\$0.250	\$0.245

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Company initiated changes.

3. Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

M. Rates for Maintenance.<sup>10</sup>

1. Trip Charge - \$69.27 per trouble dispatch.
2. Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

N. Common Transport

ITEM VI - Wholesale Resale Services

A. See Schedule 10.1

ITEM VII - Collocation

See Exhibit PS-VII

ITEM VIII - Structure

See Exhibit PS-VIII

ITEM IX - Service Provider Number Portability

<sup>10</sup> Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

	<u>I.N.C.</u> <sup>11</sup>	<u>Per Month</u> <sup>11</sup>
A. SPNP-Remote		
per number ported	\$0.00	\$0.00
per additional call path (1-5)	\$0.00	\$0.00
per additional call path (6-90)	\$0.00	\$0.00
B. SPNP-Direct		
Service Establishment Charge		
per SPNP-Direct Trunk group, per switch	\$00.00	\$0.00
SPNP-Direct Channel Termination charges,		
per SPNP-Direct VG channel termination	\$00.00	\$00.00
per SPNP-Direct DS1 channel termination	\$00.00	\$00.00
SPNP-Direct Number Charges, per number ported	\$00.00	\$00.00
SPNP-Direct Transport Charges,		
per SPNP-Direct VG transport	\$00.00	\$00.00
per SPNP-Direct VG w/o transport	\$00.00	\$00.00
per SPNP-Direct DS1 transport	\$00.00	\$00.00
per SPNP-Direct DS1 w/o transport	\$00.00	\$00.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges		
per occasion	\$00.00	\$00.00

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<sup>11</sup> Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

## EXHIBIT PS-I

## RATE TABLE - ILLINOIS

## E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines<sup>1</sup> serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

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

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)<sup>2</sup>  
 E9-1-1 Control Office \$1,314.83 non-recurring charge per

<sup>1</sup> Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

<sup>2</sup> This charge applies for entire NPA or fraction thereof.

Software Enhancement -  
Connection Charge

E9-1-1 Control Office

#### SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Section 3.9 and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

COLLOCATION  
EXHIBIT PS-VII  
PHYSICAL COLLOCATION - ILLINOIS

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Order Charge/Per Order	\$300.50	---
Central Office Build Out		
- per Initial 100 sq. ft. Floor Space Request/C.O.	\$30,648.22	---
- per Add'l 100 sq. ft. Floor Space Request/C.O.	\$11,926.23	---
Cable Vault Splicing/per Initial splice	\$209.75	---
Cable Vault Splicing/per Subsequent splice	\$15.55	---
Splice Testing/per Initial Splice Test	\$48.13	---
Splice Testing/per Subsequent Splice Test	\$2.83	---
Cable Pulling from Manhole to Cable Vault/ per First foot	\$227.60	---
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.14	---
Cable Pulling from Cable Vault to the transmission node/per First foot	\$84.93	---
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.84	---
Power Delivery/per Power Lead	\$1,802.03	---
Transmission Node Enclosure/ per initial 100 sq. feet	\$4,844.41	---
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$1,631.53	
	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Diverse Riser/per Floor Traversed	\$501.99	---
Space Reservation Charge/per Each request	\$801.93	---
Central Office Floor Space/per 100 sq. ft.	---	\$516.28
Riser Space/Foot ---	\$1.15	

Entrance Conduit/per Innerduct per foot	---	\$0.06
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH	---	\$0.28
200 Conductor Electrical Cross Connect Block	---	\$64.25
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	---	\$48.56
Optical Cross-Connect Panel/per OCX Panel Segment	---	\$5.84
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	---	\$0.57
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	---	\$7.29
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	---	\$64.25

Digital Timing Source/per Synchronization Signal Provided ---	\$12.81
DS-1 Repeater ---	\$5.95
DS-3 Repeater ---	\$34.51

COLLOCATION  
EXHIBIT PS-VII  
VIRTUAL COLLOCATION - ILLINOIS

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$115.26	---
Optical Line - Cable Vault Splicing/ per Initial Splice \$209.75	---	
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$15.55	---
Optical Line - Splicing Test/ per Initial Splice \$48.13	---	
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.83	---
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$227.60	---
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot \$1.14	---	
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$84.93	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot \$0.84	---	
Optical Line - Diverse Riser/per Floor Traversed	\$501.99	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$3,207.73	---



Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,603.87	---
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,405.80	---
Project Management Fee/ per additional shelf installed on subsequent order	\$1,443.48	---
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,924.64	---
Power Delivery/per 7' Bay Installed	\$1,802.03	---
Thru-Connect per DSX-1 to DSX-1	\$7.13	\$0.24
Thru-Connect per OCX to OCX	\$7.13	\$1.72
7' Bay (Company Provided)/per Bay	\$452.34	\$26.28
7' Bay (Customer Installed/Pre-Packaged)/per Bay	---	\$22.34
Optical Line - Entrance Facility/per Foot	---	\$0.06
Optical Line - Riser Space/per Foot	---	\$0.26
Optical Line - Riser Space/per Fiber Termination	---	\$1.51
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH ---	\$0.28	
200 Electrical Conductor Cross-Connect Block/ per Block ---	\$64.25	
Digital Cross-Connect Panel/ per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	---	\$48.56
Optical Cross-Connect Panel/ per Panel Segment	---	\$5.84
Digital Timing Source per Timing Circuit	---	\$2.57

EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>3</sup>

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	<u>Non-Recurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.36
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$0.41 <sup>4</sup>

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<sup>3</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

<sup>4</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>5</sup>

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. **Administrative Fees.** Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. **Maps, Records and Information Charges.** Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. **Initial Map Preparation** - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. **Record Searches and Information Requests** - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. **Make Ready Work Charges.** Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.

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<sup>5</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

- b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
  - c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
  - d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.
4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.
- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
  - b. Pole Attachment Fees
    - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
    - ii) Pole Attachment Fee: \$2.36 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
  - c. Duct or Conduit Attachment Fees
    - i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
    - ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
    - iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
    - iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.

v) Conduit Attachment Fee:

\$0.41<sup>6</sup> per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
- ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.
- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

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<sup>6</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

## **AMENDMENTS**

**FIRST AMENDMENT  
TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

The First Amendment to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Amendment"), is effective as of the 21st day of October, 1997, by and between **Ameritech** Information Industry Services, a division of **Ameritech** Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for **Ameritech** Illinois (**Ameritech** Illinois referred to herein as "**Ameritech**") and AT&T Communications of Illinois, Inc., an Illinois corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("**AT&T**").

**RECITALS**

A. Ameritech and AT&T are parties to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of January 14, 1997, as amended and supplemented ("**Agreement**").

B. Ameritech and AT&T mutually desire to provide an additional method of Interconnection pursuant to Section 3.2.2 of the Agreement, to provide to Ameritech Collocation in AT&T's facilities pursuant to Section 3.2.3 of the Agreement and to amend certain terms and conditions of the Agreement as set forth more fully herein.

C. The methods of Interconnection provided for in this Amendment are for the purpose of the transmission and routing of Local Traffic and IntraLATA Toll Traffic and not for the purpose of accessing unbundled Network Elements, until such time as the Parties may agree otherwise, or ordered by any court, regulatory authority or other tribunal of any dispute.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority invested in Ameritech and AT&T by Section 30.18 of the Agreement, AT&T and Ameritech hereby agree as follows:

- 1 Capitalized terms not defined herein shall have the meaning set forth in the Agreement.
- 2 The Agreement is amended by adding the following:
  - 2.1 A new Section A3.2 in the form of Attachment 1 relating to mutually agreeable alternative methods of Interconnection for purposes of AT&T terminating traffic on Ameritech's network shall be inserted after Section 3.2.
  - 2.2 A new Section B3.2 in the form of Attachment 2 relating to mutually agreeable alternative methods of Interconnection for purposes of Ameritech terminating traffic on AT&T's network shall be inserted after Section A3.2.
  - 2.3 A new Article XXXI in the form of Attachment 3 relating to the furnishing of Collocation by AT&T to Ameritech shall be inserted immediately following Article XXX.

2.4 A new Exhibit PS-VII-A in the form of Attachment 4 relating to the charges to be paid by Ameritech for Interconnection with AT&T and Collocating in AT&T's Wire Centers shall be inserted immediately following Exhibit PS-VII.

2.5 A new Section 4.6.3 shall be inserted immediately following Section 4.6.2 to read as follows:

On an interim basis, until such time as the Parties may agree otherwise, or ordered by any court, regulatory authority or other tribunal of any dispute, for the method of Interconnection described -in Section A.3.2, AT&T will route IntraLATA Toll Traffic and Local Traffic associated with an Ameritech-assigned Calling Party Number (CPN) and originating with AT&T and terminating with a Local Exchange Carrier other than Ameritech through AT&T's switched access trunks and will pay applicable access charges for such traffic until such time that either (a) AT&T is able to deliver a Calling Party Number associated with an AT&T LERG assigned number, or (b) the Customer's telephone number has been ported to AT&T using either Interim or Permanent Number Portability. In the latter case, AT&T shall provide to Ameritech at least thirty 30 days' prior written notice of its intent to reroute this traffic over the Interconnection trunks. AT&T's agreement to route transit traffic as described above shall not preclude AT&T from asserting a contrary position before any court, regulatory authority or other tribunal of any dispute.

2.6 Item V, Section K(1) of the Pricing Schedule shall be amended as follows:

(i) Replacing the language " Signaling Switching ISUP" with "Signaling Switching IAM;"

(ii) Replace the language "Signal Transport ISUP" with "Signal Transport IAM;"

(iii) Replace the language "Signal Formulation ISLIP" with "Signal Formulation IAM;" and

(iv) Replace the language "Signal Tandem Switching ISUP" with "Signaling Tandem Switching JAM."

2.7 Schedule 1.2 shall be amended by inserting the following definition directly after the definition for "HDSL:"

"IAM" means the Initial Address Message in the ISUP call set up messages and is the mandatory message sent in the forward direction to initiate seizure of an outgoing circuit to transmit address and other information relating to the routing and handling of a call.



### 3 SS7 Interconnection.

3.1 Ameritech's Use of AT&T Network. AT&T's process for billing Signaling Facility, Port and Message Usage is outlined below. For Common Channel Signaling (CCS) network usage dedicated to network Interconnection, AT&T will apply its tariffed monthly recurring and non-recurring rates for Ports and Links used by Ameritech as well as a per message CCS call set-up charge. In the case of CCS network usage shared for exchange access and network interconnection purposes, AT&T has developed a process for calculating a Percent Local Signaling factor. In the course of exchanging traffic with AT&T, Ameritech will utilize the AT&T CCS network. This procedure will enable AT&T to calculate a factor that will be applied to its tariffed recurring and non-recurring rates for Signaling Ports and Links, as well as to measure and apply a rate per CCS call set up message. AT&T will bill Ameritech both pro-rated link facility and port charges based on a percentage factor and a per signaling message charge applied to each inbound call attempt. This usage bill will be based on Initial Address Messages (IAM). Transaction Capabilities Application Part (TCAP) messages are not part of AT&T's current service offering. If in the future AT&T requires TCAP messages to be exchanged, the Parties will negotiate appropriate rates.

#### 3.1.1 Signaling Facility and Port Billing Criteria for Shared CCS Network Usage

AT&T will initiate and maintain a process that will poll its end offices switches to develop an aggregate collection of inbound call attempts received from Ameritech. This number will be used as a numerator in a formula to calculate a usage percentage. AT&T will also aggregate total originating and terminating call attempts traversing all trunk groups between Ameritech and AT&T's end office switches. This number will serve as the denominator. The percentage derived from this process will be applied as a factor against AT&T's tariffed recurring and non-recurring rates for Signaling Links and Ports.

$$\frac{\text{TOTAL \# CALL ATTEMPTS INBOUND LOCAL TRUNKS}}{\text{TOTAL \# IN \& OUT CALL ATTEMPTS ON ALL TRUNKS}} = \% \text{ FACTOR}$$

$$\% \text{ FACTOR} \times \text{FACILITY \& PORT RATE} = \text{FIXED BILL}$$

#### 3.1.2 Signaling Message Usage Billing

AT&T will also apply a per signaling message rate to the total number of inbound call attempts as aggregated and described above. This rate will represent the total number of IAMB that are involved in the call set up process .See example

$$\frac{\text{TOTAL \# CALL ATTEMPTS INBOUND LOCAL TRUNKS}}{\text{INBOUND LOCAL TRUNKS}} \times \frac{\text{IAM PER Message}}{\text{RATE}} = \text{USAGE BILL}$$

### 3.1.3 Credits and Debits

The percentage factor will be applied against AT&T's Signaling Facility and Port rates to create a prorated bill that will be rendered to Ameritech for payment. Additionally, AT&T will include the per message usage total in the bill rendered to Ameritech.

3.2 AT&T's Use of Ameritech's Signaling. For Common Channel Signaling (CCS) network usage dedicated to network interconnection, AT&T will pay Ameritech on the same basis as it pays Ameritech for signaling associated with switched access until such time as (i) Ameritech implements a method to measure CCS usage associated with local traffic; or (ii) the Parties agree otherwise, or are ordered by any court, regulatory authority or other tribunal.

3.3 Each Party will bill in accordance with the methodology described above. However, neither Party agrees with the methodology described above for calculating and charging for signaling usage of the other Party. Therefore, a Party may challenge the methodology described above in accordance with the dispute resolution procedure of Section 28.3 of the Agreement, and challenge the billing in accordance with its rights under Section 28.2 of the Agreement. If a different methodology is ordered by a court, regulatory authority or other tribunal of such dispute, charges will be tried-up in accordance with the methodology for charging for CCS usage approved in such proceeding.

4. In accordance with Section 2.1 of the Agreement, within ten (10) business days of the effective date of this Amendment, the Parties agree to revise and supplement Schedule 2.1 to include the initial Wire Centers and Interconnection Activation Dates for AT&T's Interconnection to Ameritech and Ameritech's Interconnection to AT&T pursuant to the method of Interconnection described in Section 2.1 of this Amendment. Both AT&T and Ameritech agree to begin processing each other's ASR's required to implement such Interconnection by AT&T on the first Business Day following the effective date of this Amendment.

5. The parties agree that nothing herein shall be deemed to constitute an acceptance, change or waiver of, or otherwise to have any bearing on, any position that either party has taken or may take with respect to:

5.1 the use of the method of Interconnection described in the new Section A.3.2 for purposes of accessing Unbundled Network Elements

5.2 the use of the Dedicated Transport Network Element by AT&T to interconnect to Ameritech's network pursuant to the method of Interconnection described in the new Section A3.2

5.3 the limitation of Interim Number Portability methods to RCF, DID and NXX migration;

5.4 the Interconnection Activation Date (Fourth Quarter, 1998) with regard to Ameritech's provision of Route Index Portability Hubbing in Indiana:

5.5 any issue presented in an action under 47 U.S.C. Section 252(e)(6);

5.6 the appropriate Reciprocal Compensation rate as described in Exhibit PS-VII-A;

5.7 the methodology to be charged by one Party to the other for signaling usage for local traffic; or

5.8 the restriction of the type of traffic which can be terminated by a Party on the other Party's network under the method of Interconnection described in the new Sections A3.2.1 and B3.2.1 to Local Traffic and IntraLATA Toll Traffic.

The parties further agree that neither Party will introduce, or attempt to introduce, this Amendment into evidence in connection with any adjudication of the issues identified in Sections 5.1 through 5.8 above.

6 The following Attachments are attached to this Amendment:

Attachment 1 Section A3.2 (AT&T Alternative Methods of Interconnection)  
Attachment 2 Section B3.2 (Ameritech Alternative Methods of Interconnection)  
Attachment 3 Article XI.A (Ameritech Collocation)  
Attachment 4 Exhibit PS-VII-A (AT&T Network Interconnection Services)

7 All other provisions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will take precedence.

8 The Agreement, as amended by this Amendment, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, relating thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first appearing above.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a  
Division of Ameritech Services, Inc., on behalf  
of and as agent for Ameritech Illinois

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment 1

AT&T Alternative Methods of Interconnection

A3.2 AT&T Alternative Methods of Interconnection. As an alternative to Collocation in Ameritech's Wire Center or Fiber Meet as currently provided for in the Agreement, AT&T may interconnect with Ameritech for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T's network for termination on Ameritech's network by using the alternative method of Interconnection as described below.

A3.2.1 Under this method of Interconnection, AT&T will transport Local Traffic and IntraLATA Toll Traffic to Ameritech's Tandem or End Offices by using trunks (i.e., DS 1's) on existing DS3 access facilities between AT&T's Central Office Switches and the Ameritech Wire Center. Such facilities may be provided by Ameritech, AT&T, other vendors used by AT&T or Ameritech, or a combination thereof.

A3.2.2 If additional capacity is needed for Interconnection under this method, AT&T will provision such facilities (i) from Ameritech under its access tariff; (ii) from AT&T's own facility inventory; or (iii) from an alternative access vendor.

A3.2.3 AT&T agrees that until such time as may be agreed to by the Parties, or ordered by any court, regulatory authority or other tribunal of any dispute, AT&T will not use the Dedicated Transport Network Element (without access via Collocation) for purposes of Interconnection pursuant to the method described in this Section A.3.2.

A3.2.4 AT&T must interconnect with Ameritech at a DS 1 bandwidth. Ameritech may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties.

Attachment 2

Ameritech Alternative Methods of Interconnection

B3.2 Ameritech Alternative Methods of Interconnection. Ameritech will Interconnect with AT&T for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in Ameritech's network for termination on AT&T's network by using one of the following methods or such other methods as may be agreed upon by the Parties.

- a) Collocation in the LEC Access Equipment Room in AT&T's Wire Centers as described in Section B3.2.1 below;
- b) Leasing of DS 1 facilities from AT&T as described in Section B3.2.2 below; or
- c) Leasing facilities from third parties collocated in AT&T's space.

B3.2.1 Collocation in AT&T Wire Center. Under this method of Interconnection, Ameritech may transport Local Traffic and IntraLATA Toll Traffic to the designated Point of Interconnection ("POI") in AT&T's Wire Centers by using its self-provided facilities which are terminated in Ameritech's equipment located in the LEC Access Equipment Room (1) in AT&T's Wire Center used to provide total service access (2) for AT&T or in AT&T provided equipment (when both AT&T and Ameritech are located in the same building).

B3.2.1.1 Collocation for purposes of this method of Interconnection will be furnished by AT&T under the same terms and conditions that it is provided today to Ameritech for total service access terminal equipment. However, since these terms and conditions may vary from AT&T Wire Center to AT&T Wire Center, AT&T agrees that the terms and conditions described in Article XXXI will apply. AT&T agrees to provide such Collocation on a non-discriminatory basis in accordance with the requirements of Section 3.2.3 of the Agreement and Section 202(a) of the Act.

B3.2.1.2 In order to accommodate this method of Interconnection, Ameritech may utilize existing equipment installed for the purposes of providing total service access for AT&T's use or place additional equipment in the space.

B3.2.1.3 Ameritech will interconnect with AT&T at each AT&T Wire Center in the LATA from each Ameritech Wire Center at which AT&T elects to interconnect with Ameritech. Therefore, for each Wire Center combination specified in Schedule 2.1, traffic will terminate between the Parties' respective networks. In those LATAs where AT&T does not have a Central Office Switch, AT&T will designate a facility Point of Presence (POP) in the LATA where Ameritech will interconnect with AT&T. Any transport of traffic beyond

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(1) The LEC Access Equipment Room is the space AT&T furnishes to Ameritech pursuant to Section 2.3.3 of Ameritech Tariff F.C.C. No.2.

(2) Total service access are access services purchased by AT&T from Ameritech to provide switched or dedicated access to AT&T Customers.

that POP will be AT&T's responsibility and at AM's cost. If AT&T has more than one local switch in the same building, the interconnection POI for all switches may be located in the same physical space.

B3.2.1.4 Ameritech must Interconnect with AT&T at a DS 1 bandwidth. AT&T may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. DS 1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in Exhibit PSVII-A. If the facility is terminated to AT&T at a DS3 level, Ameritech must purchase 28 DS 1 Collocation Termination charges and DS3 to DS 1 multiplexing from AT&T.

B3.2.2 Leasing Facilities from AT&T. Under this method of Interconnection, Ameritech may transport traffic to the designated POI in AT&T's Wire Centers by using DS 1 facilities furnished by AT&T. Such facilities may be used by Ameritech solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in Ameritech's network for termination on AT&T's local network. The POI will be established pursuant to the requirements of Section 83.2.1.3.

B3.2.2.1 Leasing of AT&T provided facilities may be used by Ameritech as a: i) permanent method of Interconnection, ii) an interim method of Interconnection if Ameritech does not have sufficient capacity on its transport equipment in the LEC Access space in AM's Wire Center as described in Section B3.2.3; or iii) in conjunction with Collocation as described in Section B3.2.4.

B3.2.2.2 If Ameritech requests to lease AT&T provided facilities, AT&T will determine the availability of DS 1 transport capacity between Ameritech and AT&T in order to fulfill the Interconnection access request. If capacity is available, AT&T will notify Ameritech and provide Connecting Facility Assignments (CFA). If DS 1 capacity is not available from AT&T provided facilities, AT&T will notify Ameritech that AT&T will not fulfill the Interconnection access request. AT&T will have no obligation to add facilities to meet Ameritech's request.

B3.2.2.3 If Ameritech leases facilities from AT&T, such facilities will be provided pursuant to AT&T's standard terms and conditions for that service, except that the rates specified in Exhibit PS-VII-A shall supersede the corresponding rates in such standard terms and conditions.

B3.2.2.4 The standard interval for AT&T provided facilities is thirty-three (33) Business Days from the date of receipt of Ameritech's ASR. However, the initial request for Interconnection at an AT&T Wire Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

**B3.2.3 Interim Leasing.** AT&T will provide Ameritech a minimum of ninety (90) calendar days prior notification of its intention to begin accepting incoming traffic from Ameritech. If Ameritech elects to interconnect with AT&T using the method described in Section 83.2.1 and does not have sufficient capacity on its transport equipment in the LEC Access space in AT&T's Wire Center to meet the Interconnection traffic requirements, at either Party's request, Ameritech will use facilities leased from AT&T.

**B3.2.3.1** Interim facilities will be provided by AT&T pursuant to the requirements of Section B3.2.2, subject to the following:

**B3.2.3.1.1** If Ameritech is required to use AT&T provided DS 1 facilities for an interim period, Ameritech will pay AT&T the nonrecurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

**B3.2.3.1.2** No discounts shall apply if the additional equipment which Ameritech must install can be added to existing bays in the space.

**B3.2.3.1.3** If Ameritech requires the addition of a new bay to complete Interconnection by Collocation, and AT&T gives Ameritech less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by 1/60 of the monthly recurring charge for each day less than such ninety (90) calendar days of the notification of intent to accept incoming traffic. The discounted rate will only be applicable for a period of no longer than 150 calendar days from the date AT&T informed Ameritech of its intention to accept incoming traffic. At the 151st calendar day, the discounts will no longer apply. Ameritech has the option to use these facilities as a permanent method of Interconnection or to transition to physical Collocation as a method of Interconnection. If Ameritech opts to transition to physical Collocation facilities, AT&T will waive additional non-recurring charges. If Ameritech elects to keep leased facilities as a permanent method of Interconnection, AT&T will bill Ameritech for and Ameritech will repay the discounts that had been applied in the interim period.

**B3.2.4 Leasing in Conjunction with Physical Collocation.** Ameritech may elect to combine Interconnection by Collocation as described in Section B3.2.1 with leasing facilities from AT&T as described in Section B3.2.2 by using the leased facilities to connect from an intermediate point on the AT&T network at which Ameritech is Collocated to the AT&T Wire Center at which the designated POI is located. For example, the AT&T End Office is Office A and AT&T facility office is Office B. Ameritech may have capacity to terminate a facility at AT&T Office B, but decides to lease a facility from AT&T to get to the End Office A. In this scenario, both DS 1 facility charges and charges for AT&T space would apply.

**B3.2.5 Interconnection in Other ILEC Territories.** In those instances where AT&T's POI is in an ILEC territory other than Ameritech's in a multi-jurisdictional LATA, Ameritech may interconnect using such other ILEC facilities for transporting Local Traffic and IntraLATA Toll Traffic to the designated POI in AT&T's Wire Centers by using ILEC

provided facilities which are terminated in ILEC's equipment located in the LEC Access Equipment Room in AT&T's Wire Center used to provide total service access<sup>(3)</sup> for AT&T or in AT&T provided equipment (when both AT&T and the ILEC are located in the same building) on the same terms and conditions as specified in B.3.2.1.

B3.2.6 Leasing Facilities From Third Parties. In the future, Ameritech may utilize Alternate Access Providers which are collocated in AT&T Wire Centers to lease facilities for interconnecting with AT&T for the termination of Ameritech's Local Traffic and IntraLATA Toll Traffic. Upon notification from Ameritech of its intent to utilize Alternate Access Provider facilities, AT&T will provide applicable pricing to be agreed upon by the Parties.

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(3) Total service access are access services purchased by AT&T from ILEC to provide switched or dedicated access to AT&T Customers.



## **Attachment 3**

### **ARTICLE XXXI**

#### **Ameritech Collocation**

##### **31.1 Physical Collocation.**

AT&T shall provide to Ameritech Physical Collocation in the LEC Access Equipment Room in AM's Wire Centers for equipment necessary for Interconnection (pursuant to **Article III**). AT&T shall provide Ameritech Collocation only for the purpose of such Interconnection.

##### **31.2 Eligible Equipment**

Ameritech may Collocate equipment necessary for Interconnection of the same type that it uses to provide total service access<sup>(1)</sup> for AT&T.

##### **31.3 Transmission Facility Options.**

Ameritech may either purchase transmission facilities (and any necessary Cross-Connection) from AT&T or provide its own transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at AT&T's Premises.

##### **31.4 Interconnection Points and Cables.**

AT&T shall:

31.4.1 provide Ameritech an Interconnection point or points physically accessible by both Ameritech and AT&T, at which the fiber optic cable carrying Ameritech's circuits can enter AT&T's Premises; provided that AT&T shall designate Interconnection Points as close as reasonably possible to AT&T's Premises;

31.4.2 provide at least two (2) such Interconnection points at AT&T's Premises at which there are at least two (2) entry points for Ameritech's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points; and

31.4.3 permit Ameritech Interconnection of copper or coaxial cable if such Interconnection is fast approved by the Commission.

##### **31.5 Allocation of Collocation Space**

31.5.1 AT&T shall not be required to lease or construct additional space in a Premises to provide Ameritech Physical Collocation when existing space in such Premises has been exhausted.

31.5.2 Ameritech will provide AT&T with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes agreed upon pursuant to **Schedule 12.9.3**. AT&T will attempt to deliver Collocation pursuant to Ameritech's forecasts to the extent that Collocation space is then available.

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(1) Total service access are access services purchased by AT&T from Ameritech to provide switched or dedicated access to AT&T Customers.

31.5.3 The Parties expect that under normal conditions AT&T will have space available for Ameritech to interconnect with AT&T for purposes of terminating Local Traffic and Initial LATA Toll Traffic. However, should space not be available, AT&T will attempt to establish a POI at another mutually agreeable AT&T Wire Center which AT&T determines has available space and sufficient facilities for transporting traffic between AT&T Wire Centers at rates, terms and conditions to be negotiated upon by the Parties. If an alternative POI is not available in the LATA, the Parties will enter into good faith negotiations to establish an alternative method for Ameritech to terminate Local Traffic and IntraLATA Toll Traffic on AT&T's network.

**31.6 Subcontractor and Vendor Approval.** AT&T shall allow Ameritech to have an AT&T-approved subcontractor install updates to Collocated equipment, including software updates. Approval of such subcontractors by AT&T shall be based on the same criteria it uses in approving contractors for its own purposes.

**31.7 Delivery of Collocated Space.**

31.7.1 AT&T shall provide Ameritech with a single point of contact for all inquiries regarding Collocation. If Ameritech needs to install additional equipment in the LEC Access Equipment Room, Ameritech shall request additional space for Collocation by delivering a written request to AT&T. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the interoffice transmission facilities Ameritech will require for such space, (iii) the equipment to be housed in such space, and (iv) the date on which Ameritech intends to initiate service from such space. AT&T shall notify Ameritech in writing within ten (10) Business Days of receiving Ameritech's request for Collocation as to whether the requested space is available. If intraoffice facilities will not be available for Collocation of initial service within three (3) months after receipt of Ameritech's request for space pursuant to this Section, then AT&T shall provide written notification, within ten (10) Business Days after the receipt of such request, as to when the intraoffice facilities will be made available.

31.7.2 Physical Collocation.

(a) If additional space for Physical Collocation is immediately available at the time of Ameritech's request, AT&T shall include in its notice to Ameritech (i) the space to be provided and (ii) whether AT&T can deliver the space to Ameritech by the date set forth in Section 31.7.2(c).

(b) If Ameritech's requested Physical Collocation space is available, Ameritech and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after AT&T confirms that the requested space is available.

(c) AT&T shall deliver to Ameritech the requested space on or before the later of (i) one hundred twenty (120) days from AT&T's receipt of Ameritech's request for Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for AT&T to deliver to Ameritech such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").

(d) Physical Collocation will be subject to the additional rules and regulations set forth in Schedule 31.7.

(e) After completion of construction, AT&T and Ameritech will complete an acceptance walkthrough of all Collocated space requested from AT&T. Exceptions that are noted during this acceptance walkthrough shall be corrected by AT&T within thirty (30) days after the walkthrough. AT&T shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions shall be at AT&T's expense, subject to any change orders requested by Ameritech.

(f) Ameritech shall also be entitled to credits for delays by AT&T in provisioning space for Collocation. and for the inability of Ameritech to use equipment located in space provided for Collocation as a result of the failure by AT&T to comply with its obligations under this Agreement, pursuant to terms and conditions agreed upon by the Implementation Team.

**31.8 Pricing.** The prices charged to Ameritech for Collocation are set forth on Exhibit PS-VII-A of the Pricing Schedule.

**31.9 Billing.** AT&T shall bill Ameritech for Collocation pursuant to the requirements of Article XXVII to this Agreement.

**31.10 Additional Requirements.** The additional requirements set forth on Schedule 31.10 shall be applicable to Physical Collocation.

**31.11 Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

31.11.1 Ameritech and AT&T shall restrict access to Ameritech equipment, support equipment, systems, tools and data, or spaces which contain or house Ameritech equipment enclosures, to Ameritech employees and other authorized non-Ameritech personnel to the extent necessary to perform their specific job function.

31.11.2 Ameritech shall comply at all times with security and safety procedures and existing requirements that are defined by AT&T and communicated to Ameritech.

31.11.3 AT&T shall allow Ameritech periodically to inspect or observe spaces which house or contain Ameritech equipment or equipment enclosures and furnish Ameritech with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured Ameritech space, subject to Section 31.11.2 and Article XX.

31.11.4 AT&T shall furnish to Ameritech a current written list of AT&T employees who AT&T authorizes to enter Ameritech's Physical Collocation space, with samples of the identifying credentials to be carried by such persons.

31.11.5 AT&T shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that AT&T secures external access to spaces that house AT&T's equipment.

31.11.6 AT&T shall limit the keys used in its keying systems for Ameritech's specific Physical Collocation space which contain or house Ameritech equipment or equipment enclosures to its employees and representatives to emergency access only. Ameritech shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that Ameritech shall immediately provide AT&T with such new keys.

31.11.7 AT&T shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Wire Center.

**31.12 Standards of Performance.** AT&T shall provide Collocation to Ameritech in accordance with the service levels, procedures and intervals to be agreed upon by the Implementation Team.

## **SCHEDULE 31.7**

### **Additional Rules and Regulations**

1. Ameritech will be responsible for notifying AT&T of any significant outages of Ameritech's equipment which could impact any of the services offered by AT&T, and provide estimated clearing time for restoration.
2. Ameritech is responsible for coordinating with AT&T to ensure that services are installed in accordance with the service request.
3. Ameritech is responsible for testing, if necessary, with AT&T to identify and clear a trouble when the trouble has been sectionalized (isolated) to an Ameritech-provided service.
4. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, Ameritech shall obtain AT&T's written approval of Ameritech's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. AT&T may request additional information before granting approval and may require scheduling changes. Ameritech must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.
5. AT&T has the right to inspect Ameritech's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If Ameritech is found to be in non-compliance with the terms and conditions of this Schedule, Ameritech must modify its installation to achieve compliance. AT&T will notify Ameritech in advance of such inspections, and Ameritech shall have the right to be present at the time of the inspection.

## SCHEDULE 31.10

### ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

1. Subject to space limitations and Ameritech's compliance with the applicable request process and payment requirements for the space, AT&T shall provide space, as requested by Ameritech, to meet Ameritech's needs for placement of equipment necessary for Interconnection.
2. AT&T shall provide to Ameritech any intraoffice facilities that Ameritech requests and that AT&T provides by tariff or contract to any carrier.
3. Ameritech may provide basic telephone service with a connection jack for the Collocated space.
4. AT&T shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Ameritech's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. AT&T shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Ameritech personnel and its designated agents.
6. AT&T shall provide all ingress and egress of fiber cabling to Ameritech Collocated spaces in compliance with Ameritech's request for cable diversity. The specific level of diversity required for each site will be provided in the request for Collocation. Ameritech will pay any additional costs incurred by AT&T to meet any special diversity requirements of Ameritech which are beyond those normally provided by AT&T.
7. AT&T shall provide Ameritech with written notice five (5) Business Days prior to those instances where AT&T or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by Ameritech or the AC and DC power plants that support Ameritech equipment. AT&T will inform Ameritech by telephone of any emergency-related activity that AT&T or its subcontractors may be performing that may affect the Collocated space occupied by Ameritech or the AC and DC power plants that support Ameritech equipment. Notification of any emergency-related activity shall be made as soon as practicable after AT&T teams that such emergency activity is necessary and will be subject to the Emergency Notification Process agreed upon by the Implementation Team. To the extent that the Emergency Notification Process requires AT&T to incur additional costs, Ameritech shall reimburse AT&T for such costs.
8. Ameritech shall not be required by AT&T to relocate its equipment during the Initial Term or any Renewal Term. If Ameritech, at AT&T's request, agrees to relocate its equipment, then AT&T shall reimburse Ameritech for any and all costs reasonably associated with such relocation.
9. Should AT&T sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, AT&T shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.
10. Power as referenced in this Schedule 31.10 refers to any electrical power source supplied by AT&T for Ameritech equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. AT&T will supply power to support Ameritech equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. AT&T shall supply power to Ameritech at parity with that provided by AT&T to itself or to any third person. If AT&T's performance, availability, or restoration falls below industry standards, AT&T shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and Ameritech's compliance with the applicable request process and payment requirements of this Agreement. AT&T shall provide power to meet Ameritech's reasonable needs for placement of equipment, Interconnection, or provision of service.
12. Both Ameritech's power equipment and AT&T power equipment supporting Ameritech's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.
13. AT&T will provide Ameritech with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to Ameritech equipment located in the AT&T facility. AT&T shall provide Ameritech prompt notification by telephone of any emergency power activity.
14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TREOP-000063.
15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.
16. AT&T shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.
17. Other than reasonable security restrictions, AT&T shall place no restriction on access to the Ameritech Collocated space by Ameritech's employees and designated agents. Such space shall be available to Ameritech designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those AT&T places on its own personnel or independent contractors.
18. For each building in which Collocated space is provided and upon request by Ameritech for that building, AT&T will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by Ameritech. Ameritech may provide this questionnaire with its request for Collocation and AT&T shall return it or the applicable certification to Ameritech within ten (10) Business Days after AT&T's receipt thereof.
19. AT&T power equipment supporting Ameritech's equipment shall:
  - (a) Provide appropriate Wire Center ground, connected to a ground electrode located within the Ameritech collocated space, at a level above the top of Ameritech's equipment plus or minus two (2) feet to the left or right of Ameritech's final request; and
  - (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Ameritech equipment upon completion of the equipment node construction in accordance with Ameritech's request for Collocation.
20. AT&T shall within (30) days of the effective date of the First Amendment provide to Ameritech (i) work restriction guidelines related to any restrictions on the manner in which an Ameritech contractor can perform work on AT&T's Premises and (ii) a list of AT&T technical guidelines applicable to the collocation of equipment in AT&T's Premises. Ameritech acknowledges that it is responsible to order such technical guidelines at its cost and expense. AT&T will notify Ameritech in a timely manner of any changes to such work restriction and technical guidelines.

## Attachment 4

## EXHIBIT PS-VII-A

AT&T Network Interconnection Services`  
Illinois

Rate Element	Monthly Charge	Non-recurring Charge
DSI Collocation Termination Charge per DSI*		
1 - 28 DSIs	\$36.00	\$267.00
29 - 56 DSIs	\$33.00	\$267.00
57 - 84 DSIs	\$26.00	\$267.00
85 - 112 DSIs	\$21.00	\$267.00
113 - 140 DSIs	\$17.00	\$267.00
141 - 168 DSIs	\$13.00	\$267.00
169 - 300 DSIs	\$12.00	\$175.00
301 - 500 DSIs	\$12.00	\$125.00
501- 750 DSIs	\$12.00	\$75.00
751 - 1000 DSIs	\$12.00	\$50.00
1001+	\$12.00	\$25.00
DS3 to DSI Multiplexing \$598.53 per DS3		
Leased DSI Facility		
w/o mileage	\$85.06	
w/ mileage	\$117.64 + \$1.75 per mile	
Signaling Link Port	\$267.82	\$666.37
Termination		
Installation per DSI Trunk		\$588.93
Group		
Service Order Charge Per		\$408.05
Order		
Engineering Charge per		\$636.43
DSI Trunk Group		
Design Change Charge		\$100.00
Service Order Change Charge		\$50.00
Administrative Change Charge		\$50.00
Initial Address Message (IAM) - \$0.0007710 per messag**		
Reciprocal Compensation = \$XXXX per minute for Local calls***		

\* The DS I Collocation Termination charge permits the Co-Carrier to terminate Co-Carrier provided facilities in the Co-Carrier equipment residing within AT&T furnished, engineered and installed space and includes cross-connect to AT&T equipment. It applies per terminated DS I and not to spare DS 1 capacity or access services AT&T purchase from Ameritech. However, if a DS3 is terminated and AT&T provides multiplexing, Ameritech must pay 28 DS 1 Collocation Termination charges even if all trunks are not used. Ameritech acknowledges that the DS I Collocation Termination charge will be identified on invoices as a "DS I Port Termination Charge."

\*\* Ameritech and AT&T do not agree on the [AM rate to be paid by Ameritech for the use of AT&T's signaling facilities. AT&T will bill Ameritech at the rate specified above for each message. Ameritech disagrees and believes that AT&T should bill at a blended rate and may dispute AT&T's billing in accordance with its rights under Section 28.2 of the Agreement. Either Party may resolve the dispute consistent with Section 28.3 of the Agreement. The Parties will true-up the difference, if any, after the correct rate is determined pursuant to Section 28.3.

' The rates in this Exhibit are subject to change if the rates Ameritech charge AT&T for comparable services provided under the Agreement change. = For moves within the same AT&T Wire Center, which are not initiated by AT&T, the Service Order Charge and one-half of the non-recurring charges will apply.

\*\*\*Ameritech and AT&T do not agree on the Reciprocal Compensation rate to be paid by Ameritech for Local Traffic terminating on AT&T's network. AT&T will bill Ameritech at \$0.005956 per minute for Local Traffic. Ameritech disagrees and believes the rate is \$0.005000 and will dispute AT&T's billing in accordance with its rights under Section 28.2 of the Agreement. Either Party may resolve the dispute consistent with Section 28.3 of the Agreement. The Parties will true-up the difference, if any, after the correct rate is determined pursuant to Section 28.3.



**SECOND AMENDMENT  
TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Second Amendment to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Amendment"), is effective as of the 28th day of November, 1997, by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois (Ameritech Illinois referred to herein as "Ameritech") and AT&T Communications of Illinois, Inc., an Illinois corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

**RECITALS**

A. Ameritech and AT&T are parties to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of January 14, 1997, as amended ("Agreement").

B. Ameritech and AT&T mutually desire to modify certain timing and notification provisions of the Agreement with respect to the provision and delivery of Collocated space.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority invested in Ameritech and AT&T by Section 30.18 of the Agreement, AT&T and Ameritech hereby agree as follows:

1. Section 12.12.2(f) of the Agreement is hereby amended by striking out the language "one hundred fifty (150) days of the Occupancy Date" and inserting in its stead "one hundred eighty (180) days of the Occupancy Date or such other negotiated time as may be mutually agreed upon by the Parties" with such change to be effective as of the date first appearing above.

2. Section 12.12.2(i) of the Agreement is hereby amended by striking out the language "receipt of AT&T's request" and inserting in its stead "initial walkthrough" with such change to be effective as of the date first appearing above.

3. Section 12.12.3 (b) of the Agreement is hereby amended by striking out the language "fourteen (14) calendar days" and inserting in its stead "ten (10) Business Days" with such change to be effective as of the date first appearing above.

4. Section 12.12.3(c) of the Agreement is hereby amended by striking out the language "within ten (10) Business Days from Ameritech's receipt of AT&T's request" and inserting in its stead "within ten (10) Business Days from the initial walkthrough" with such change to be effective as of the date first appearing above.

5. Section 12.12.3(f) of the Agreement is hereby amended by striking out the language "charge orders" and inserting in its stead "change orders" with such change to be effective as of the date first appearing above.

6. Section 1.2 of Schedule 12.12 of the Agreement is hereby amended by inserting new Section number "1.3" before the sentence beginning "If AT&T's credit rating is not satisfactory . . ." with such change to be effective as of the date first appearing above.

7. Section 2.1 of Schedule 12.12 of the Agreement is hereby amended by striking out the language "twenty (20) Business Days of AT&T's request for space" and inserting in its stead "ten (10) Business Days from the initial walkthrough" with such change to be effective as of the date first appearing above.

8. Section 3.7 of Schedule 12.12 of the Agreement is hereby amended by striking out the language "two weeks" and inserting in its stead "ten (10) Business Days" with such change to be effective as of the date first appearing above.

9. Section 17 of Schedule 12.15 of the Agreement is hereby amended by striking out the language "receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation" and inserting in its stead "the initial walkthrough" with such change to be effective as of the date first appearing above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first appearing above.

AT&T COMMUNICATIONS OF ILLINOIS, INC.

AMERITECH INFORMATION  
INDUSTRY SERVICES, a Division  
of Ameritech Services, Inc., on Behalf of and  
as Agent for Ameritech Illinois

By: \_\_\_\_\_  
Printed: William K. Ketchum  
Title: President

By: \_\_\_\_\_  
Printed: NEIL E. COX  
Title: President

AMENDMENT NO. \_\_\_\_

TO THE

INTERCONNECTION AGREEMENT - ILLINOIS

BETWEEN

AMERITECH ILLINOIS

AND

Z-TEL COMMUNICATIONS, INC.

The Interconnection Agreement “the Agreement” by and between Ameritech Illinois “Ameritech” or “SBC-Ameritech” or “SBC-13STATE” or “SBC-12STATE” and Z-Tel Communications, Inc. “CLEC” or “Requesting Carrier”, effective May 12, 2000 is hereby amended as follows:

- (1) Schedule 9.2.3 has been revised and is attached hereto in its entirety. (Attachment “A”)
- (2) Schedule 9.5 has been amended to delete Sections 4.0, 4.1 and 4.2 in their entirety. (Attachment “B”)
- (3) Exhibit A – Illustrative Call Flows (Usage – Sensitive ULS-ST Rate Elements) has been added and is attached hereto in its entirety. (Attachment “C”)
- (4) Appendix FCC Merger Conditions has been added and is attached in its entirety as (Attachment “D”).
- (5) Pricing Schedule has been amended to reflect changes. (Attachment “E”)
- (6) This Amendment shall not modify or extend the Effective Date or Term of this Agreement or the donor Agreement.
- (7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE 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.
- (8) This Amendment shall be filed with and is subject to approval by Illinois Commerce Commission (IL-CC) and shall become effective ten (10) days following approval by the Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Ameritech Illinois, signing by and through its duly authorized representative, and Z-Tel Communications, Inc. signing by and through its duly authorized representative.

**Z-Tel Communications, Inc.**

**Ameritech Illinois  
by SBC Telecommunications, Inc.  
Its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President-Industry Markets

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its 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), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment Ameritech Illinois does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Section 30.6 of the Interconnection Agreement between Z-Tel Communications, Inc. and Ameritech Illinois.

## SCHEDULE 9.2.3

### SWITCHING CAPABILITY

#### 1.0 LOCAL SWITCHING

- 1.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:
  - 1.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
  - 1.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
  - 1.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side), which include:
    - 1.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;
    - 1.1.3.2 access to OS/DA and 9-1-1; and
    - 1.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex as well as any technically feasible custom routing provided by the switch.
- 1.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)
  - 1.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-AMERITECH** switch to direct all Requesting Carrier traffic.
  - 1.2.2 Vertical features, CLASS features, and other features resident in the **SBC-AMERITECH** switch providing the ULS port are available under ULS. Refer to State-specific Appendix Pricing for **SBC-AMERITECH**. Refer to state specific Appendix Pricing for **SBC-AMERITECH** and Section 18 of Connecticut Service Tariff for **SNET**.

- 1.2.3 **SBC-AMERITECH** will allow Requesting Carrier to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When Requesting Carrier purchases ULS in **SBC-AMERITECH**, Requesting Carrier will be required to designate the features and functions that are to be activated on each ULS port.
- 1.2.4 ULS as provided by **SBC-AMERITECH** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 1.2.5 **SBC-AMERITECH** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. Requesting Carrier agrees to respond to **SBC-AMERITECH**'s notifications regarding network congestion.
- 1.2.6 **SBC-AMERITECH** will perform testing through ULS for Requesting Carrier's in the same manner and frequency that it performs for its own customers for an equivalent service.
- 1.2.7 **SBC-AMERITECH** will repair **SBC-AMERITECH** equipment that may adversely impact ULS.
- 1.2.8 **SBC-AMERITECH** will provide usage detail for each ULS port via a Daily Usage Feed (DUF). Requesting Carrier will be charged on a per message basis for each DUF record sent by **SBC-AMERITECH**.
- 1.2.9 **SBC-AMERITECH** will provide Requesting Carrier the functionality of blocking calls (e.g., 900 calls, toll calls) by line or trunk to the extent that **SBC-AMERITECH** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.
- 1.2.10 At SBC's discretion and upon not less than ninety (90) days' written notice to Requesting Carrier, **SBC-AMERITECH** may elect to discontinue providing ULS or to provide ULS at market prices to Requesting Carrier's serving End Users with four or more voice grade lines within any territory (each an "Exception Territory") with respect to which **SBC-AMERITECH** can demonstrate that, as of the date on which Requesting Carrier receives notice (the "Exception Notice Date"), **SBC-AMERITECH** has satisfied each of the following conditions.
  - (a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-AMERITECH** office(s) that is both assigned to density zone 1 and is located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone

assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

- (b) In the Exception Territory where **SBC-AMERITECH** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the Requesting Carrier in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. **SBC-AMERITECH** may only exercise its rights to discontinue or market-price ULS under this Section for Requesting Carrier End Users involving four or more lines.

1.2.10.1 In determining whether **SBC-AMERITECH** may exercise its rights under this Section in any particular case, the Requesting Carrier shall be obligated to disclose customer account detail similar to customer service records that **SBC-AMERITECH** provides to the Requesting Carrier through pre-ordering process.

1.2.10.2 Nothing in this Section shall preclude Requesting Carrier from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End User customer account with respect to which **SBC-AMERITECH** may exercise its rights under this Section.

### 1.3 Customized Routing

1.3.1 Subject to switch limitations, Customized Routing is available as part of ULS upon Requesting Carrier request to handle Operator Services and/or Directory Assistance and/or all traffic as required by State jurisdiction. Requesting Carrier will pay the customized routing charges reflected in Appendix Pricing.

### 1.4 Unbundled Local Switching Usage Sensitive Rate Element

1.4.1 Usage rates will apply to ULS on a per-minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-AMERITECH**).

### 1.5 Switch Ports

1.5.1 In **SBC-AMERITECH**, a Switch Port is a termination point in the end-office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

#### 1.5.1.1 Line Switch Ports – **SBC-AMERITECH**

- 1.5.1.1.1 The Analog Line Port is a line-side switch connection available in either a loop or ground start signaling configuration which is used primarily for switched voice communications.
- 1.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a Requesting Carrier wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.
- 1.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.
- 1.5.1.1.4 ISDN Basic Rate Interface (BRI) Port is a 2-wire line-side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling.

#### 1.5.1.2 Trunk Side Switch Ports – **SBC-AMERITECH**

- 1.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk-side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.
- 1.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk-side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data, and one 64 kbps “D” channel.
- 1.5.1.2.3 DS1 Trunk Port is a trunk-side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls.

- 1.5.2 Requesting Carrier may request additional port types from **SBC-AMERITECH** through the Bona Fide Request process. Switch ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.



## 2. **SHARED TRANSPORT IN SBC-AMERITECH STATES**

2.1 The Unbundled Shared Transport capability of Unbundled Local Switching with Shared Transport (ULS-ST) is defined as set forth in FCC Rule 51.319.

2.1.1 **SBC-AMERITECH** shall provide access to unbundled shared transport only when purchased in conjunction with ULS ports that Requesting Carrier subscribe to for the purpose of delivering traffic from/to that Requesting Carrier's End Users as set forth below. Each of those ULS ports must be subscribed to under this Agreement.

2.1.1.1 Unbundled Local Switching is provided under Section 11 of the Appendix UNE.

2.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH** ULS-ST is provided on a per ULS port basis.

2.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.

2.1.2 **SBC-AMERITECH** shall provide ULS-ST on a per ULS port basis.

2.2 **SBC-AMERITECH** shall provide to Requesting Carrier's subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Red 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

2.2.1 ULS-ST permits the Requesting Carrier to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that interoffice network, using Common Transport and Tandem Switching components of ULS-ST, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. "Common Transport" consists of the transport components of ULS-ST which are used when an Interexchange Carrier (IXC) is not directly connected to the **SBC-AMERITECH** end office switch and the traffic is routed through an **SBC-AMERITECH** tandem switch.

2.2.2 **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls using ULS-ST. Requesting Carrier is permitted to originate and complete End-User ULS-ST local traffic through the **SBC-AMERITECH** interoffice network to non-**SBC-AMERITECH** switches using a transit function associated with ULS-ST (“Shared Transport-Transit”).

2.2.3 All Requesting Carrier’s local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local Requesting Carrier’s traffic to non-**SBC-AMERITECH** switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

2.2.4 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-AMERITECH** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

2.2.5 **SBC-AMERITECH**’s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-AMERITECH** network.

2.2.6 In providing ULS-ST, **SBC-AMERITECH** will use the existing **SBC-AMERITECH** routing tables contained in **SBC-AMERITECH** switches, as **SBC-AMERITECH** may change those tables from time to time including after Requesting Carrier purchases ULS-ST.

2.2.7 **SBC-AMERITECH** will provide SS7 signaling on interswitch calls originating from an ULS-ST port. Requesting Carrier will be charged for the use of the **SBC-AMERITECH** signaling on a per-call basis.

## 2.3 Custom Routing of OS/DA with ULS-ST

2.3.1 Notwithstanding Section 1.3 regarding Unbundled Local Switching, Requesting Carrier can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where Requesting Carrier chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**’s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all of that Requesting Carrier’s End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by Requesting Carrier.

- 2.3.2 Requesting Carrier must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where Requesting Carrier has End Users served via ULS-ST ports. Requesting Carrier will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.
- 2.3.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by Requesting Carrier.
- 2.3.4 Requesting Carrier will request custom OS/DA routing other than described in this Section via the Bona Fide Request process.
- 2.4 **Custom Branding of OS/DA with ULS-ST**
  - 2.4.1 Requesting Carrier will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by Requesting Carrier purchasing **SBC-AMERITECH**'s ULS-ST ports. SPID branding must be addressed in a separate agreement between Requesting Carrier and **SBC-AMERITECH**.
- 2.5 **ULS-ST Usage-Sensitive Rating**
  - 2.5.1 **SBC-AMERITECH** will charge Requesting Carrier ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.
  - 2.5.2 **SBC-AMERITECH** will charge Requesting Carrier using **SBC-AMERITECH**'s ULS-ST a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an **SBC-AMERITECH** end office or to/from a non-**SBC-AMERITECH** end office.
  - 2.5.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-AMERITECH**) and Section 18 of the Connecticut Service Tariff for **SNET**.

## 2.6 Reciprocal Compensation associated with ULS-ST

2.6.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

2.6.1.1 As to ULS-ST only, **SBC-AMERITECH** will charge Requesting Carrier using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.

2.6.1.2 As to ULS-ST only, Requesting Carrier will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

2.6.2 Requesting Carrier will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

## 2.7 IntraLATA and InterLATA Toll Rate Application

2.7.1 When an ULS-ST port is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an interexchange carrier (IXC) directly connected at the **SBC-AMERITECH** end office providing that ULS-ST port, the Common Transport and Tandem Switching rates will not apply to such traffic.

2.7.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the applicable Appendix Pricing.

## 2.8 Application of Usage Sensitive Charges for ULS-ST

2.8.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

2.8.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

2.8.2.1 Requesting Carrier will be charged ULS-O usage charges of use for a call originating from an Requesting Carrier ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

2.8.2.2 Requesting Carrier will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which Requesting Carrier 's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

2.8.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a Requesting Carrier ULS port.

2.8.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

#### 2.8.3.1 Local Calls

##### 2.8.3.1.1 General Principles

2.8.3.1.1.1 When a call originates from a Requesting Carrier ULS-ST port, Requesting Carrier will be charged ULS-O usage and SS7 signaling charges. If the call routes over SBC-AMERITECH's shared transport network, Requesting Carrier will pay charges for Blended Transport usage in addition to ULS-O usage charges.

2.8.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, SBC-AMERITECH will not be required to record and will not bill actual tandem switching usage. Rather, Requesting Carrier will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

2.8.3.1.1.3 When a call terminates to a Requesting Carrier ULS-ST port, Requesting Carrier will pay ULS-T usage charges.

2.8.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in Exhibit A.

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and Requesting Carrier A. Charges to or from Requesting Carrier B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or Requesting Carrier A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

2.8.3.1.2.1 Requesting Carrier A (UNE) ULS-ST port originating and SBC-AMERITECH port terminating:

Requesting Carrier A is charged:

- ULS – O Usage
- Blended Transport Usage
- SS7 Signaling
- ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2.8.3.1.2.2 SBC-AMERITECH port originating and Requesting Carrier A (UNE) ULS-ST port terminating Requesting Carrier

Requesting Carrier A is charged:

- ULS – T Usage

SBC-AMERITECH is charged:

- ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2.8.3.1.2.3 Requesting Carrier A (UNE) port originating and Requesting Carrier B (UNE) terminating

Requesting Carrier A is charged:

- ULS – O Usage
- Blended Transport Usage
- SS7 Signaling

2.8.3.1.2.4 Requesting Carrier Requesting Carrier A (UNE) port originating and Requesting Carrier A (UNE) port terminating

Requesting Carrier A is charged:  
ULS – O Usage

Blended Transport Usage  
SS7 Signaling  
ULS - T Usage

2.8.3.1.2.5 Requesting Carrier B (UNE) port originating  
and Requesting Carrier A (UNE) port  
terminating

Requesting Carrier A is charged:  
ULS – T Usage

2.8.3.1.2.6 Requesting Carrier (Resale services) Originating  
and Requesting Carrier A (UNE) port  
terminating

Requesting Carrier A is charged:  
ULS – T Usage

2.8.3.1.2.7 Requesting Carrier A (UNE) port originating  
and Requesting Carrier (Resale services)  
terminating

Requesting Carrier A is charged:  
ULS – O Usage  
Blended Transport Usage  
SS7 Signaling  
ULS-ST Reciprocal Compensation (equal to ULS-T  
rate)

2.8.3.1.2.8 Requesting Carrier A (UNE) port originating to  
Requesting Carrier (Facilities Based Network  
(FBN)) terminating

Requesting Carrier A is charged:

(1) ULS – O Usage

Blended Transport Usage  
SS7 Signaling

2.8.3.1.2.9 Requesting Carrier (FBN) Originating to Requesting  
Carrier A (UNE) Terminating

Requesting Carrier A is charged:  
ULS – T Usage

### 2.8.3.2 IntraLATA and InterLATA Toll Calls

#### 2.8.3.2.1 General Principles

2.8.3.2.1.1 IntraLATA calls from Requesting Carrier ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

2.8.3.2.1.2 When an intraLATA or interLATA toll call originates from a Requesting Carrier ULS-ST port, SBC-AMERITECH will not charge originating access charges to Requesting Carrier or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

2.8.3.2.1.3 When an intraLATA or interLATA toll call terminates to a Requesting Carrier ULS-ST port, SBC-AMERITECH will not charge terminating access to Requesting Carrier or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

2.8.3.2.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in Exhibit A.

2.8.3.2.2.1 Requesting Carrier A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking)—

Requesting Carrier A is charged:  
ULS – O Usage  
SS7 Signaling



If call is routed to IXC POP via SBC-AMERITECH Tandem—

Requesting Carrier A is charged:

ULS – O Usage

SS7 Signaling

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

#### 2.8.3.2.2.2 IXC to Requesting Carrier A (UNE) port terminating

Requesting Carrier

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—

Requesting Carrier A is charged:

Requesting Carrier ULS – T Usage

If call is routed from IXC POP via SBC-AMERITECH Tandem—

Requesting Carrier A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

### 2.8.3.3 Toll Free Calls

2.8.3.3.1 When Requesting Carrier uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. Requesting Carrier will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

2.8.3.3.2 When Requesting Carrier uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** “Success 800” subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. Requesting Carrier will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using **SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to Requesting Carrier or the

IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider

## SCHEDULE 9.5

### PROVISIONING OF NETWORK ELEMENTS

#### 1.0 General Provisioning Requirements.

- 1.1 Requesting Carrier may order from Ameritech multiple individual Network Elements on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the first sentence of this Section 1.2, Ameritech shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact (each, a SPOC) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of Ameritech's unbundled Network Elements. The SPOCs shall provide an electronic interface between 5:30 a.m. and 10:30 p.m. (CST) Monday through Friday and 5:30 a.m. to 6:00 p.m. (CST) Saturday. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Network Elements.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "Unbundling Ordering Center") for ordering unbundled Network Elements. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of a Firm Order Confirmation to Requesting Carrier as specified in this Schedule 9.5.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "Network Element Control Center" or "NECC") for all provisioning, maintenance, repair, and cutover coordination. Ameritech shall provide Requesting Carrier a telephone number for the NECC (operational from 6:30 a.m. to 12:00 a.m. CST Monday through Friday). Out of hours maintenance questions are handled by a "Fold Down Center."

- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 When requested by Requesting Carrier, Ameritech will schedule installation appointments with Ameritech's representative on the line with Requesting Carrier's representative until Requesting Carrier has access to Ameritech's scheduling system.
- 1.7 Ameritech will provide Requesting Carrier with a Firm Order Confirmation (FOC) for each order, within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Requesting Carrier's ordered Network Elements features, options, physical Interconnection, quantity, and Ameritech commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.8 If an order is submitted to Ameritech electronically, Ameritech will provide Requesting Carrier (unless otherwise notified by Requesting Carrier) upon completion of that order a completed order confirmation that states when that order was completed.
- 1.9 Ameritech will perform pre-testing of Network Elements in accordance with Ameritech's standards. At Requesting Carrier's request, Ameritech will make available to Requesting Carrier on a weekly batch basis any available test and turn-up results in support of the Network Elements ordered by Requesting Carrier. Requesting Carrier shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If Requesting Carrier requests Ameritech to provide Requesting Carrier with any test or turn-up results which Ameritech does not then generate, Requesting Carrier shall request such results through the Bona Fide Request process.
- 1.10 As soon as identified, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.11 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements. Ameritech shall indicate its new committed due date as soon as such date is available.
- 1.12 Within twenty-four (24) hours of Requesting Carrier's request, Ameritech will perform cooperative testing with Requesting Carrier (including trouble shooting to isolate any problems) to test Network Elements purchased by Requesting Carrier in order to identify any performance problems.

- 1.13 Subject to Article IX, Network Elements will be provisioned with a combination of customer-specific and bulk orders as specified by Requesting Carrier.
- 1.14 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.

## **2.0 Unbundled Local Loop Transmission**

### **2.1 Access to Unbundled Local Loops.**

2.1.1 Requesting Carrier shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if Requesting Carrier requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Requesting Carrier. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of Requesting Carrier's request notify Requesting Carrier of the lack of available facilities. Requesting Carrier may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.1.3 If Requesting Carrier orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions. Requesting Carrier shall compensate Ameritech for the costs incurred to provide such distance extensions.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28

HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

## 2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **“live”** Telephone Exchange Services to unbundled Network Elements:

2.2.1 Requesting Carrier shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **“Service Order”**) using the electronic interface described on **Schedule 9.2.6**. Within forty eight (48) hours of Ameritech’s receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Committed Due Date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight (48) hours prior to the Committed Due Date, a scheduled conversion date and time (the **“Scheduled Conversion Time”**) in the **“A.M.”** (12:00 midnight to 12:00 noon) or **“P.M.”** (12:00 noon to 12:00 midnight) (as applicable, the **“Conversion Window”**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **“New Conversion Time”**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for Requesting Carrier dial-tone (**“Dial Tone Test”**) at Ameritech’s MDF for Requesting Carrier’s Virtual Collocated equipment or Physical Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge for one Contract Year. Thereafter,

Ameritech shall recover from Requesting Carrier for Dial Tone Test on a time and materials basis any costs (as defined in Section 252(d) of the Act) for providing such Dial Tone Test.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of “**live**” Telephone Exchange Service to the connection of an unbundled Network Element at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If Requesting Carrier has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard “electronic bonding” interface (EBI) and are handled by the Ameritech Unbundling Service Center (“**USC**”). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

### **3.0 Network Interface Device Capability.**

3.1 Ameritech will provide Requesting Carrier access to NIDs in a manner that will permit Requesting Carrier to connect its loop facilities to the Customer’s inside wiring through Ameritech’s NID, as required. Requesting Carrier shall establish this connection through an adjoining NID provided by Requesting Carrier.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), Requesting Carrier may access the Customer’s inside wire by any of the following means:

- (a) (Where an adequate length of inside wire is present and environmental conditions permit, Requesting Carrier may remove the inside wire from Ameritech’s NID and connect that wire to Requesting Carrier’s NID;
- (b) Enter the Customer access chamber or “side” of “dual chamber” NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable “punch-out” hole of such NID enclosures;
- (c) Enter Ameritech’s loop terminal enclosure located at a multiple dwelling unit (“**MDU**”) for the purpose of accessing Customer premises inside wire and extending such wire to Requesting Carrier’s own adjoining NID; or
- (d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., Requesting Carrier, its agent, the building owner or the Customer).

To the extent that Ameritech completes any of the work described in this **Section 3.2**, Ameritech shall bill the time and materials charges associated with such work to the party that requested such work (i.e., Requesting Carrier, its agent, the building owner or the Customer).

3.3 In no case shall Requesting Carrier remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.4 In no case shall Requesting Carrier remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.5 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.6 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with Requesting Carrier to develop specific procedures to establish the most effective means of implementing this **Section 3.0**.

#### **4.0 DELETED**

##### **4.1 DELETED**

##### **4.2 DELETED**

##### **4.3 Tandem Switching.**

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request ("ASR") which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for Requesting Carrier at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to Requesting Carrier on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.



## **5.0 Interoffice Transmission Facilities.**

Ameritech shall:

5.1 Provide Requesting Carrier exclusive use of Interoffice Transmission Facilities dedicated to Requesting Carrier, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including Requesting Carrier;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Requesting Carrier could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, Requesting Carrier to connect such interoffice facilities to equipment designated by Requesting Carrier, including Requesting Carrier's Collocated facilities; and

5.4 Permit, to the extent technically feasible, Requesting Carrier to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

## **6.0 Signaling Networks and Call-Related Databases**

### **6.1 Signaling Networks.**

6.1.1 If Requesting Carrier purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide Requesting Carrier access to Ameritech's signaling network for each of Requesting Carrier's switches when Requesting Carrier uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit Requesting Carrier to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If Requesting Carrier has its own switching facilities, Ameritech shall provide Requesting Carrier access to STPs to each of Requesting Carrier's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from Requesting Carrier's switch to Ameritech's STP, or linking Requesting Carrier's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of Requesting Carrier's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the

signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that Requesting Carrier's switch is compatible with Ameritech's SS7 network;
- Certification that Requesting Carrier's switch is compatible with Ameritech's AIN SCP;
- Certification that Requesting Carrier's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by Requesting Carrier, so that Ameritech can provide sufficient SS7 resources for Requesting Carrier and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide Requesting Carrier access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If Requesting Carrier purchases Unbundled Local Switching, Requesting Carrier may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If Requesting Carrier has deployed its own switch, and has linked that switch to Ameritech's signaling system, Requesting Carrier shall be given access to Ameritech's SCP in a manner that allows Requesting Carrier to provide any call-related, database-supported services to Customers served by Requesting Carrier's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide

Requesting Carrier access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by Requesting Carrier so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

### 6.3 Service Management Systems.

6.3.1 Ameritech shall provide Requesting Carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide Requesting Carrier equivalent access to the SMS to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access to the SMS will be provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if Requesting Carrier inputs magnetic tapes, or through an electronic interface equivalent to that used by Requesting Carrier). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

## **7.0 Operations Support Systems Functions**

7.1 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use the, Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide Requesting Carrier access to and Requesting Carrier shall use the functionality of any internal gateway systems Ameritech employs in performing the OSS functions described in **Schedule 9.2.6** for its own Customers. A “gateway system” means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of such OSS functions.

## **8.0 Operator Services and Directory Services.**

8.1 Ameritech shall provide Requesting Carrier access to Ameritech’s Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services (“OS”) and Directory Assistance (“DA”) to Requesting Carrier as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 Requesting Carrier will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech’s operator service switch. Specifically, Requesting Carrier shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which Requesting Carrier will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable Requesting Carrier to deliver its OS or DA traffic to the operator service switch most closely located to the Requesting Carrier’s NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. Requesting Carrier has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the

Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. Requesting Carrier will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for Requesting Carrier, so Requesting Carrier can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to Requesting Carrier. In either case, Requesting Carrier is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling Requesting Carrier to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit Requesting Carrier to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by Requesting Carrier to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.12 Access of resellers and Requesting Carrier to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services.

8.13 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers,

rate information (such as mileage bands and operator surcharge information), and originating screening information.

8.13.1 To the extent that Requesting Carrier does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter Requesting Carrier's surcharge rates into Ameritech's rate tables, and will charge Requesting Carrier for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, Requesting Carrier will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon Requesting Carrier's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, Requesting Carrier must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers.

8.15 Branding: Re-branding is available as follows:

(a) (Mechanized front-end branding is available for all manual and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if Requesting Carrier pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from Requesting Carrier, and as technically feasible, Ameritech will re-brand OS and DA traffic from Requesting Carrier's telephone exchange lines, or to Requesting Carrier's unbundled OS or DA network element. Re-branded service requires that Requesting Carrier arrange to have the subject OS or DA traffic

delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 Requesting Carrier grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for providing DA information, and will not be disclosed to third parties. Nothing in this Agreement shall prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of such separate agreement.

8.17 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

## EXHIBIT A

### ILLUSTRATIVE CALL FLOWS (USAGE-SENSITIVE ULS-ST RATE ELEMENTS)

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

#### Local Calls:

1. CLEC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signalling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

**SBC-AMERITECH** is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage



5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating  
CLEC A is charged:  
ULS – T Usage
6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating  
CLEC A is charged:  
ULS – T Usage
7. CLEC A (UNE) port originating and CLEC (Resale services) terminating  
CLEC A is charged:  
ULS – O Usage  
Blended Transport Usage  
SS7 Signaling  
ULS-ST Reciprocal Compensation (equal to ULS-T rate)
8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating  
CLEC A is charged:  
ULS – O Usage  
Blended Transport Usage  
SS7 Signaling
9. CLEC (FBN) Originating to CLEC A (UNE) Terminating  
CLEC A is charged:  
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC  
If call is routed to IXC POP via direct-route (IXC FGD Trunking)—  
CLEC A is charged:  
ULS – O Usage  
SS7 Signaling  
  
If call is routed to IXC POP via **SBC-AMERITECH** Tandem—  
CLEC A is charged:  
  
ULS – O Usage  
SS7 Signaling

ULS-ST Common Transport Usage  
ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—  
CLEC A is charged:  
ULS – T Usage

If call is routed from IXC POP via **SBC-AMERITECH** Tandem—  
CLEC A is charged:  
ULS – T Usage  
ULS-ST Common Transport Usage  
ULS-ST Tandem Usage

## **APPENDIX 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, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
  - 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 **SBC-13STATE** 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 **SBC-13STATE** 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 Effective June 6, 2000, this discount is no longer available.

### **4. OSS: CHANGE MANAGEMENT PROCESS**

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** 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 **SBC-13STATE** 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. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

### **5. INTENTIONALLY LEFT BLANK**

### **6. ADVANCED SERVICES OSS DISCOUNTS**

- 6.1 **SBC-13STATE** 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, **SBC-13STATE**'s 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 **SBC-13STATE** 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 **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** 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.

6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

7.1 **SBC-13STATE** 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, **SBC-13STATE**'s 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 **SBC-13STATE** 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 **SBC-13STATE**,

then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** 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 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** 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, **SBC-13STATE**'s 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 SBC 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 **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** 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, **SBC-13STATE** 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, **SBC-13STATE**'s 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, **SBC-13STATE**'s 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, **SBC-AMERITECH** 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 **SBC-AMERITECH** 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 **SBC-AMERITECH**'s TCNet.

## **10. LOOP CONDITIONING CHARGES**

10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, **SBC-13STATE** 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 **SBC-13STATE**, 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 **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's 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 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

### **15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER—OHIO AND ILLINOIS ONLY**

- 15.1 **SBC-AMERITECH** will provide, in the states of Ohio and 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 **SBC-AMERITECH** will provide, in the states of Ohio and 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 – Ohio and 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 – Ohio and Illinois Merger Conditions.
- 15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

## EXHIBIT E

### OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear \_\_\_\_\_

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Requesting Carrier]

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

CC: [Insert state commission Recipient]

## Illinois Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate	
<b>Loops Promotion</b>				
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	
<b>* XDSL Promotion</b>				
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	

## 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	



## 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.

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
<u>Unbundled Local Switching</u>		<u>USAGE</u>			
** ULS Usage, per Originating or Terminating MOU (statewide)		\$ -		NA	
** Pursuant to ICC Dockets #96-0486/0569 Consolidated					
		<u>PER MESSAGE</u>			
Daily Usage Feed (DUF), per message		\$ 0.000918			
Customized Routing, per Line Class Code, per switch		N/A		\$ 232.00	
Billing Establishment, per CLEC, per switch		NA		\$ 138.12	
Service Coordination Fee, per CLEC bill, per switch		\$ 1.15		N/A	
<u>Unbundled Local Switching with Shared Transport</u>		<u>USAGE</u>			
** ULS-Usage for ULS-ST, per Originating & Terminating MOU		\$ -		NA	
ULS-ST Blended Transport MOU		\$ 0.001262		NA	
ULS-ST Reciprocal Compensation MOU		\$ 0.001100		NA	
ULS-ST Common Transport MOU		\$ 0.000809		NA	
ULS-ST Tandem Switching MOU		\$ 0.000215		NA	
		<u>PER MESSAGE</u>			
SS7 Signaling Transport associated with ULS-ST		\$ 0.000176		N/A	
Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		N/A		\$ 131.45	
<u>Port Charge Per Month</u>					
Analog Line Port		\$ 5.01		\$ 53.01	
Ground Start Port		\$ 5.78		\$ 53.01	
Analog DID Trunk Port		\$ 10.63		\$ 53.01	
ISDN BRI Port		\$ 28.42		\$ 53.01	
ISDN PRI Port		\$ 155.90		\$ 778.06	
Digital Trunking Trunk Port		\$ 102.08		\$ 778.06	
DS1 Trunk Port		\$ 56.78		\$ 778.06	
Centrex Basic Line Port		\$ 9.55		\$ 53.01	
Centrex ISDN BRI Port		\$ 42.07		\$ 53.01	
Centrex EKL Line Port		\$ 27.84		\$ 53.01	
Centrex Attendant Console Line Port		\$ 86.89		\$ 106.01	
<u>Port Non-Recurring Charges</u>					
Service Order - Line Port, per occasion		NA		\$ 16.37	
Service Order - Trunk Port, per occasion		NA		\$ 410.63	
Service Order - Record Order, per occasion		NA		\$ 14.60	
Conversion from one port type to another, per each port changed		NA		\$ 47.75	
<u>Cross Connects</u>					
2-Wire		\$ 0.14		NA	
4-Wire		\$ 0.31		NA	
6-Wire		\$ 0.45		NA	
8-Wire		\$ 0.62		NA	
DS1/LT1		\$ 0.43		NA	
DS3/LT3		\$ 0.76		NA	
OC3		\$ 76.83		NA	
OC12		\$ 405.01		NA	
OC48		\$ 981.34		NA	
<u>Unbundled Switch Port - Vertical Features</u>					
Analog Line Port Features (per feature per port):					
Call Waiting		\$ -		TBD	
Call Forwarding Variable		\$ -		TBD	
Call Forwarding Busy Line		\$ -		TBD	
Call Forwarding Don't Answer		\$ -		TBD	
Three-Way Calling		\$ -		TBD	
Speed Calling - 8		\$ -		TBD	
Speed Calling - 30		\$ -		TBD	
Auto Callback/Auto Redial		\$ -		TBD	
Distinctive Ring/Priority Call		\$ -		TBD	
Selective Call Rejection/Call Blocker		\$ -		TBD	
Auto Recall/Call Return		\$ -		TBD	
Selective Call Forwarding		\$ -		TBD	
Calling Number Delivery		\$ -		TBD	
Calling Name Delivery		\$ -		TBD	

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
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
<b>Analog Line Port Features:</b>					
Personalized Ring (per arrangement per port)		\$	-	TBD	N/A
Hunting Arrangement (per arrangement)		\$	-	TBD	N/A
<b>ISDN BRI Port Features (per B Channel, unless noted)</b>					
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)					
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					
<b>ISDN PRI Port Features</b>					
Backup D Channel					
Calling Number Delivery					
Dynamic Channel Allocation					
DID #s - see Analog DID Trunk Port Features					
<b>Analog Trunk Port Features (per feature per port)</b>					
DID #s - per telephone number		\$	0.01	NA	
<b>DS1 Digital Trunk Port Features (per feature per port)</b>					
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

		AIT Generic Rates			
ILLINOIS		AIT RECURRING		AIT NON-REC.	
		Monthly			
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					
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)					

# **ATTACHMENT A**

**(Schedule 9.2.3)**

# **ATTACHMENT B**

**(Schedule 9.5)**

# **ATTACHMENT C**

## **(EXHIBIT A)**

# **ATTACHMENT D**

## **(Merger Conditions)**



# **ATTACHMENT E**

## **(Pricing Schedule)**

**AMENDMENT NO. \_\_\_\_\_**  
**INTERCONNECTION AGREEMENT-ILLINOIS**  
**by and between**  
**AMERITECH ILLINOIS**  
**AND**  
**Z-TEL COMMUNICATIONS, INC.**

The Interconnection Agreement ("the Agreement") by and between Ameritech Illinois and Z-Tel Communications, Inc. ("CLEC"), is hereby amended as follows:

- (1) To correct Non-Recurring Elements to Monthly of the Pricing Schedule of the Agreement which is attached as "Exhibit A" hereto in its entirety.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
- (3) 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.
- (4) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission (IL-CC).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 22<sup>nd</sup> day of March, 2001, by Ameritech Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Z-Tel Communications, Inc.**

**SBC Telecommunications, Inc.**  
as agent for Ameritech Illinois\*

By: [Signature]  
Title: Regional Vice President - Industry Policy  
Name: Bon Walters  
(Print or Type)

By: [Signature]  
Title: President - Industry Markets  
Name: O. R. Stanley  
(Print or Type)

Date: March 8, 2001

Date: MAR 22 2001

\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its 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), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Illinois does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under the Interconnection Agreement between Allegiance Telecom of Illinois, Inc. and Ameritech Illinois.

## PRICING SCHEDULE - ILLINOIS<sup>1</sup>

### ITEM I — 9-1-1 Service

See Exhibit PS-I

### ITEM II — Reciprocal Compensation/Transit Service Charge

#### A. Reciprocal Compensation

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| 1. End Office Local Termination      | \$0.003746 per minute              |
| 2. Tandem Switching                  | \$0.001072 per minute              |
| 3. Tandem Transport Termination      | \$0.000201 per minute              |
| 4. Tandem Transport Facility Mileage | \$0.000013 per minute <sup>2</sup> |

#### B. Transit

- |                                  |                       |
|----------------------------------|-----------------------|
| 1. Transit Tandem Switching      | \$0.004836 per minute |
| 2. Transit Transport Termination | \$0.000189 per minute |

---

<sup>1</sup> Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its February 17, 1998 order, issued in Docket No. 96-0486, 96-0559, consolidated, as amended by its Amendatory Order dated April 6, 1998 (the "TELRIC Order"). If the Commission determines that the rates, charges and prices set forth herein are inconsistent with the Commission's decision in the TELRIC Order, either Party shall, upon written notice to the other Party, have the right to include or substitute rates, charges and prices that confirm to the TELRIC Order. Notwithstanding anything to the contrary in this Agreement, including Section 29.3, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying the TELRIC Order (a "Modifying Order"), either Party shall, upon written notice to the other Party, have the right to require that this Agreement be amended to reflect such Modifying Order and such amended or new rates, charges or prices shall be effective as if such rates, charges and prices were originally established in the applicable TELRIC Order.

<sup>2</sup> Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office.

3. Transit Facility Mileage \$0.000093 per minute

### ITEM III — Ancillary Traffic

Ancillary Services Billing and Collection: \$0.03 per message

### ITEM IV — BLV/BLVI Traffic

A. Busy Line Verification (BLV): \$0.936756 per use

B. Busy Line Verification Interrupt (BLVI): \$1.094538 per use  
(in addition to BLV charge)

### ITEM V — Unbundled Network Elements

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area <sup>3</sup>		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$2.59	\$7.07	\$11.40
Ground Start	\$2.64	\$7.84	\$12.38
COPTS Coin	\$2.67	\$8.09	\$12.72
Electronic Key Line	\$2.95	\$12.18	\$17.92
4-Wire Analog	\$4.08	\$16.82	\$26.63
Digital			
ISDN - 2-Wire	\$2.71	\$8.88	\$13.68
4-Wire 64 Kbps	\$62.12	\$61.34	\$62.36

---

<sup>3</sup> "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

4-wire 1.544 mbps	\$73.46	\$61.45	\$61.56
2-Wire ADSL-Compatible	\$2.59	\$7.07	\$11.40
2-Wire HDSL-Compatible	\$2.59	\$7.07	\$11.40
4-Wire HDSL-Compatible	\$4.08	\$16.82	\$26.63

Cross Connect Charge  
(additional, per cross connect):

2-wire	\$0.14
4-wire	\$0.31
6-wire	\$0.45
8-wire	\$0.62
DS1	\$0.43
DS3	\$0.76

Service Coordination Charge \$1.15

2. Non-Recurring Rates

Service Order-Establish/Change: \$13.17<sup>4 5</sup>  
(Business or Residence)

Line Connection: \$25.08<sup>6</sup>  
(Business or Residence)

B. Network Interface Device<sup>7</sup> No charge

C. Switching

1. Unbundled Local Switching

---

<sup>4</sup> The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

<sup>5</sup> This is an interim rate per Second Interim Order.

<sup>6</sup> The Line Connection Charge applies to each Loop.

<sup>7</sup> Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

	<u>Non-Recurring</u>	<u>Monthly</u>
A. Custom Routing		
- per new LCC, per switch	\$232.00	---
B. ULS Ports		
- Basic Line Port, per port		\$5.01 <sup>4</sup>
- Ground Start Line Port, per port	---	\$5.78
- COPTS-Coin Line Port, per port	---	\$5.78
- ISDN-Direct Port, per port	---	\$28.42
per telephone number	---	\$0.01
- DID Trunk port, per port [low priority]	---	\$10.63
per telephone number	---	\$0.01
add/rearrange each termination	---	---
- ISDN Prime Trunk Port, per port	---	\$155.90
per telephone number	---	\$0.01
add/rearrange channels	---	---
- Digital Trunking Trunk Port, per port	---	\$102.08
[low priority]		
- Custom Routing Port, per port		
per individual trunk termination	---	\$56.78
- Centrex Basic Line Port, per port	---	\$9.55
- Centrex ISDN Line Port, per port	---	\$42.07
- Centrex EKL Line Port, per port	---	\$27.84
- Centrex Attendant Console Line Port, per port	---	\$86.89
C. Centrex System Charges		
- System Features, per common block	---	\$304.33
- Common Block establishment, each	\$491.38	---

-	System features change or rearrangement, per feature, per occasion	\$66.04	---
-	System feature activation, per feature, per occasion	\$260.52	---
2.	Service Charges		
	Initial Port Connection Charge - Line Port	\$53.01	---
	Initial Port Connection Charge - Attendant Console Port	\$106.01	---
	Initial Trunk Port Connection Charge	\$778.06	---
	Subsequent Port Connection Charge	\$29.17	---
	Service Ordering Charges		
-	<u>Initial</u> Line port, per occasion	\$16.37	---
	Trunk port, per occasion	\$410.63	---
-	<u>Subsequent</u> per occasion	\$16.37	---
-	Record Order per occasion	\$14.60	---
	Conversion Charge		
-	change from one type of line-port to another, per each changed	\$47.75	---
	Ameritech Cross-Connection Service per carrier transport facility,		
-	2-Wire (Line port), each	---	\$0.14
-	DSI (Trunk port) (each individual trunk)	---	\$0.43
3.	Service Coordination Fee		
-	per carrier bill, per switch	---	\$1.15



4.	Subsequent Training		
-	per Company person, per hour	\$80.14	
5.	Unbundled Local Switching (ULS) Usage		
-	Billing Development - per Switch per TC	\$138.12	---
			<u>Minute-of-Use</u>
-	Per minute-of-use or fraction thereof	---	\$0.000000 <sup>8</sup>
	Daily Usage Feed - per Message charge	---	\$0.000918

## D. Unbundled Tandem Switching

Tandem Trunk Port (DS1) with Features	---	\$122.79
Service Order Charge per DS1	\$410.30	---
Line Connect Charge per DS1	\$780.07	---
Subsequent Changes, per Trunk group	\$29.15	---
DS-1 Cross Connect	---	\$0.43

Per Minute

Usage Without Tandem Trunks Initial	\$0.000569
--	------------

<u>Monthly</u>	<u>Non-Recurring Charge</u>
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## E. Interoffice Transmission Facilities DS1

1. Entrance Facility
  - Per Point of Termination Terminating Bit Rate  
1.544 Mbps

---

<sup>8</sup> Interim Rate Per Second Interim Order.

	Area A	\$73.46	---
	Area B	\$61.45	---
	Area C	\$61.56	---
2.	Interoffice Mileage Termination		
-	Per Point of Termination		
	1.544 Mbps		
	Area A	\$17.35	---
	Area B	\$17.35	---
	Area C	\$17.35	---
	Interoffice Mileage		
-	Per mile		
	1.544 Mbps		
	Area A	\$1.88	---
	Area B	\$1.88	---
	Area C	\$1.88	---
3.	Optional Features and Functions		
(a)	Clear Channel Capability		
-	Per 1.544 Mbps Circuit Arranged		
	Area A	---	\$443.18
	Area B	---	\$443.18
	Area C	---	\$443.18
(b)	Interconnection Central Office Multiplexing		
-	DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
	Area A	\$275.34	---
	Area B	\$275.34	---
	Area C	\$275.34	---
(c)	DS1 Cross Connect	\$000.43	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
F. Interoffice Transmission Facilities - DS3		
1. Entrance Facility		
- Per Point of Termination		
(a) DS3 with Electrical interface		
- Per Termination		
Area A	\$686.47	---
Area B	\$768.77	---
Area C	\$752.87	---
2. Interoffice Mileage Termination		
- Per Termination		
- Electrical		
Area A	\$146.93	---
Area B	\$146.93	---
Area C	\$146.93	---
Interoffice Mileage		
- Per Mile		
Area A	\$29.81	---
Area B	\$29.81	---
Area C	\$29.81	---
3. Optional Features and Functions		
(a) Interconnection - Central Office Multiplexing		
- Per Arrangement		
- DS3 to DS1		
Area A	\$404.30	---
Area B	\$404.30	---
Area C	\$404.30	---
(b) DS3 Cross Connect	\$000.76	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
<b>G. Interoffice Transmission Facilities - OC-3</b>		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps	\$311.34	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps Interoffice Mileage	\$342.69	---
- Per Mile 155.52 Mbps	\$208.80	---
3) Optional Features and Functions		
a) OC-3 Add/Drop Multiplexing		
- Per arrangement	\$542.03	---
b) Add-Drop Function		
- Per DS3 Add or Drop	\$105.15	---
- Per DS1 Add or Drop	\$32.48	---
c) - Cross-Connection of Services OC-3 to OC-3 Cross-Connect		
- Per Circuit	\$76.83	\$2,819.25
d) 1+1 Protection		
- Per OC-3 Entrance Facility	\$41.59	---
e) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility	\$41.59	\$2,819.25

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
f) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility		Apply Rates and Charges as (c) above plus (2) below
2) Per Quarter Route Mile	\$62.34	---
H. Interoffice Transmission Facilities - OC-12		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	\$547.79	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	\$571.38	---
Interoffice Mileage		
- Per Mile 622.08 Mbps	\$376.16	---
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	\$637.78	---
b) Add/Drop Function		
- Per OC-3 Add or Drop	\$146.47	---
- Per DS3 Add or Drop	\$31.77	---
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	\$405.01	---
d) 1+1 Protection		
- Per OC-12 Entrance Facility	\$205.74	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	\$205.74	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility	Apply Rates and Charges	
as	(d) above plus (2) below	
2) Per Quarter Route Mile	\$54.20	---
I. Interoffice Transmission Facilities - OC-48		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	\$2,418.86	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	\$1,269.31	---
Interoffice Mileage		
- Per Mile 2488.32 Mbps	\$320.69	---
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	\$724.77	---
b) Add/Drop Function		
- Per OC-12 Add or Drop	\$317.08	---
- Per OC-3 Add or Drop	\$146.91	---
- Per DS3 Add or Drop	\$ 49.90	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	\$981.34	---
d) 1+1 Protection		
- Per OC-48 Entrance Facility	\$848.18	---
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	\$848.18	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel	Apply Rates and Charges as (d) above plus (2) below	
2) Per Quarter Route Mile	\$96.65	---

#### J. Installation and Rearrangement Charges for Interoffice Transmission Facilities

Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination	
DS1 Service 1.544 Mbps			
Area A	\$406.61	\$632.71	\$585.51
DS3 Service 44.736 Mbps			
Area A	\$308.22	\$671.16	\$377.25
OC-3 Service 155.52 Mbps			
	\$123.65	\$564.71	\$875.11
OC-12 Service 622.08 Mbps			
	\$123.65	\$564.71	\$875.11

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OC-48 Service			
2488.32 Mbps	\$123.65	\$564.71	\$875.11

## K. Signaling Networks and Call-Related Databases

### 1. Signaling Networks

Signaling Link	IL.C.C. 21 Section No. 6
Port Termination	\$263.19 (monthly)
Signaling Switching IAM	\$0.000133 per message
Signal Transport IAM	\$0.000084 per message
Signal Formulation IAM	\$0.000451 per message
Signal Tandem Switching IAM	\$0.000299 per message
Signal Switching TCAP	\$0.000108 per message
Signal Transport TCAP	\$0.000057 per message
Signal Formulation TCAP	\$0.000324 per message

### Non-Recurring Costs

Port Termination	\$714.11
Originating Point Code per service added or changed	\$24.75
Global Title Address Transfer per service added or changed	\$13.31

### 2. Call-Related Databases

#### Unbundled Local Switching Interconnection

-800DB Call-Routing Query	\$0.002314
-800DB Routing Options	\$0.000615

#### Local STP Interconnection

-800DB Carrier-ID-Only	\$0.001237
-800DB Routing Options	\$0.000234

#### Regional STP Interconnection

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-800DB Carrier-ID-Only	\$0.001129
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-800DB Routing Options	\$0.000125
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#### Carrier-Provided Operator Services

##### Interconnection at local STP

-LIDB Validation	\$0.016151
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-LIDB Transport	\$0.000132
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-Out-of-Region-Query	\$0.061778
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##### Interconnection at regional STP

-LIDB Validation	\$0.016151
------------------	------------

-LIDB Transport	\$0.000020
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#### Unbundled Operator Services

-LIDB Validation	\$0.016151
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-LIDB Transport	\$0.000510
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-Out-of-Region-Query	\$0.062160
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### 3. Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

## L. Operator Services and Directory Assistance

### 1. Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.364 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.019 per occurrence

Branding per trunk group - \$299.73 non-recurring charge

### 2. Directory Assistance

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Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, end office or tandem switching (where requested).

	<u>Price Per Call</u>	<u>Non-Recurring Charge</u>
Information Call Completion, per completed call	\$0.022	---
Branding, per trunk group <sup>9</sup>		\$299.73

	Monthly Payment Term Payment Plans			
<u>Description</u>	<u>1 Month</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Directory Assistance, Term Payment Plan, rate per call	\$0.258	\$0.255	\$0.250	\$0.245

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Company initiated changes.

### 3. Directory Assistance Facilities

<sup>9</sup> When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

M. Rates for Maintenance.<sup>10</sup>

1. Trip Charge - \$69.27 per trouble dispatch.
2. Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

N. Common Transport

ITEM VI — Wholesale Resale Services

A. See Schedule 10.1

ITEM VII — Collocation

See Exhibit PS-VII

ITEM VIII — Structure

See Exhibit PS-VIII

ITEM IX — Service Provider Number Portability

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<sup>10</sup> Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

	<u>I.N.C.</u> <sup>11</sup>	<u>Per Month</u> <sup>11</sup>
A. SPNP-Remote		
per number ported	\$0.00	\$0.00
per additional call path (1-5)	\$0.00	\$0.00
per additional call path (6-90)	\$0.00	\$0.00
B. SPNP-Direct		
Service Establishment Charge		
per SPNP-Direct Trunk group, per switch	\$00.00	\$0.00
SPNP-Direct Channel Termination charges,		
per SPNP-Direct VG channel termination	\$00.00	\$00.00
per SPNP-Direct DS1 channel termination	\$00.00	\$00.00
SPNP-Direct Number Charges, per number ported	\$00.00	\$00.00
SPNP-Direct Transport Charges,		
per SPNP-Direct VG transport	\$00.00	\$00.00
per SPNP-Direct VG w/o transport	\$00.00	\$00.00
per SPNP-Direct DS1 transport	\$00.00	\$00.00
per SPNP-Direct DS1 w/o transport	\$00.00	\$00.00
Subsequent additions, deletions or rearrangement		
of SPNP-Direct trunk terminations in addition		
to above charges		
per occasion	\$00.00	\$00.00

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<sup>11</sup> Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

## EXHIBIT PS-I

## RATE TABLE — ILLINOIS

## E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines<sup>1</sup> serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

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

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)<sup>2</sup>

<sup>1</sup> Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

<sup>2</sup> This charge applies for entire NPA or fraction thereof.

E9-1-1 Control Office	\$1,314.83 non-recurring charge per
Software Enhancement -	E9-1-1 Control Office
Connection Charge	

#### SERVICES PROVIDED

##### A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Section 3.9 and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

##### B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

COLLOCATION  
EXHIBIT PS-VII  
PHYSICAL COLLOCATION — ILLINOIS

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Order Charge/Per Order	\$300.50	---
Central Office Build Out		
- per Initial 100 sq. ft. Floor Space Request/C.O.	\$30,648.22	---
- per Add'l 100 sq. ft. Floor Space Request/C.O.	\$11,926.23	---
Cable Vault Splicing/per Initial splice	\$209.75	---
Cable Vault Splicing/per Subsequent splice	\$15.55	---
Splice Testing/per Initial Splice Test	\$48.13	---
Splice Testing/per Subsequent Splice Test	\$2.83	---
Cable Pulling from Manhole to Cable Vault/ per First foot	\$227.60	---
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.14	---
Cable Pulling from Cable Vault to the transmission node/per First foot	\$84.93	---
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.84	---
Power Delivery/per Power Lead	\$1,802.03	---
Transmission Node Enclosure/ per initial 100 sq. feet	\$4,844.41	---
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$1,631.53	
	Non-Recurring	Monthly

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	<u>Charges</u>	<u>Recurring</u>
Diverse Riser/per Floor Traversed	\$501.99	---
Space Reservation Charge/per Each request	\$801.93	---
Central Office Floor Space/per 100 sq. ft.	---	\$516.28
Riser Space/Foot	---	\$1.15
Entrance Conduit/per Innerduct per foot	---	\$0.06
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH---	\$0.28	
200 Conductor Electrical Cross Connect Block	---	\$64.25
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	---	\$48.56
Optical Cross-Connect Panel/per OCX Panel Segment	---	\$5.84
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	---	\$0.57
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	---	\$7.29
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	---	\$64.25



Digital Timing Source/per Synchronization Signal Provided	---	\$12.81
DS-1 Repeater---	\$5.95	
DS-3 Repeater---	\$34.51	

COLLOCATION  
EXHIBIT PS-VII  
VIRTUAL COLLOCATION — ILLINOIS

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$115.26	---
Optical Line - Cable Vault Splicing/ per Initial Splice	\$209.75	---
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$15.55	---
Optical Line - Splicing Test/ per Initial Splice	\$48.13	---
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.83	---
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$227.60	---
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot \$1.14	---	
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$84.93	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot \$0.84	---	
Optical Line - Diverse Riser/per Floor Traversed	\$501.99	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$3,207.73	---

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Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,603.87	---
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,405.80	---
Project Management Fee/ per additional shelf installed on subsequent order	\$1,443.48	---
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,924.64	---
Power Delivery/per 7' Bay Installed	\$1,802.03	---
Thru-Connect per DSX-1 to DSX-1	\$7.13	\$0.24
Thru-Connect per OCX to OCX	\$7.13	\$1.72
7' Bay (Company Provided)/per Bay	\$452.34	\$26.28
7' Bay (Customer Installed/Pre-Packaged)/per Bay	---	\$22.34
Optical Line - Entrance Facility/per Foot	---	\$0.06
Optical Line - Riser Space/per Foot	---	\$0.26
Optical Line - Riser Space/per Fiber Termination	---	\$1.51
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH---	\$0.28	
200 Electrical Conductor Cross-Connect Block/ per Block	---	\$64.25
Digital Cross-Connect Panel/ per DS-3 Termination	---	\$15.21

Digital Cross-Connect Panel/

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	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
per DS-1 Panel (up to 56 DS-1 Terminations)	---	\$48.56
Optical Cross-Connect Panel/ per Panel Segment	---	\$5.84
Digital Timing Source per Timing Circuit	---	\$2.57

# EXHIBIT PS-VIII STRUCTURE PRICING<sup>3</sup>

## POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	<u>Non-Recurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.36
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$0.41 <sup>4</sup>

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<sup>3</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

<sup>4</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

EXHIBIT PS-VIII  
STRUCTURE PRICING<sup>5</sup>

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. Administrative Fees. Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. Maps, Records and Information Charges. Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. Initial Map Preparation - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. Record Searches and Information Requests - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. Make Ready Work Charges. Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

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<sup>5</sup> The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
- b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
- c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
- d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.

- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
- b. Pole Attachment Fees
  - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
  - ii) Pole Attachment Fee: \$2.36 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
- c. Duct or Conduit Attachment Fees

- i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
- ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
- iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
- iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
- v) Conduit Attachment Fee:  
  
\$0.41<sup>6</sup> per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
- ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-

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<sup>6</sup> If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.



case basis, depending upon the proposed Attachment and the characteristics of the right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.

**AMENDMENT TO**  
**INTERCONNECTION AGREEMENT**  
**By and Between**  
**ILLINOIS BELL TELEPHONE COMPANY**  
**and**  
**Z-TEL COMMUNICATIONS, INC.**

The Interconnection Agreement, dated May 24, 2000 ("the Agreement") by and between Illinois Bell Telephone Company ("AMERITECH ILLINOIS") and Z-Tel Communications, Inc. ("CLEC") is hereby amended as follows:

- (1) The Appendix PERFORMANCE MEASUREMENTS is hereby replaced by the attached Appendix PERFORMANCE MEASUREMENTS.
- (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").
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN.
- (5) 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 3rd day of December, 2002, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Z-TEL COMMUNICATIONS, INC.****ILLINOIS BELL TELEPHONE COMPANY****By SBC Telecommunications, Inc.,****its authorized agent**By: Ron WaltersBy: M. AuinbauhName: Ron Walters  
(Print or Type)Name: Mike Auinbauh  
(Print or Type)Title: Vice President- Industry Policy  
(Print or Type)Title: For/ President-Industry MarketsDate: Nov. 21, 2002Date: DEC 03 2002AECN/OCN # ELZL/3259

# APPENDIX PERFORMANCE MEASUREMENTS

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## APPENDIX PERFORMANCE MEASUREMENTS

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable 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 10<sup>th</sup> Order”). It is AM-IL’s position that pursuant to the Merger Conditions, 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 shall be made available without the expiration date of October 8, 2002. Therefore, AM-IL is providing the Performance Measurements, Performance Remedy Plan as modified by Docket 01-0120, and associated Business Rules under protest, and only under compulsion of the Order on Reopening. Each Party specifically reserves any and all rights and remedies it may have to challenge the ICC orders issued in Docket 01-0120 under state and federal law. In the event that any of the provisions of this Appendix, or any of the laws, regulations or Commission orders that were the basis or rationale for such provision in this Appendix, are invalidated, modified, or stayed by any action of any state or federal regulatory or legislative body, or court of competent jurisdiction, the Appendix or affected provision shall be immediately invalidated, modified, clarified, or stayed as required to effectuate the subject order upon written request of either Party. The Parties shall then immediately begin negotiations to amend the Appendix with appropriate conforming language. AM-IL also specifically reserves the right to seek recovery of payments made pursuant to this Appendix, consistent with any action of such regulatory or legislative body or court.
- 2.2 In addition to the exclusions described in the Performance Remedy Plan, as modified by the July 10<sup>th</sup> 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 SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
Z-TEL COMMUNICATIONS, INC.**

The Illinois Bell Telephone Company<sup>1</sup> d/b/a SBC Illinois, as the Incumbent Local Exchange Carrier in Illinois (hereafter, "ILEC" or "SBC Illinois") and Z-Tel Communications, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in Illinois, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Illinois ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

**1. Scope of Amendment**

- 1.1 On or about June 16, 2003, ILEC 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 CARRIER'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").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

**2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan**

- 2.1 ILEC and CARRIER 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 and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

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<sup>1</sup> 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.



- 2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

September 1, 2003 and thereafter: .0007 per minute

- 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 Minutes Growth Cap

- 2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable Illinois ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its Illinois Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, Navigator Telecommunications, LLC and ILEC agree that ISP-bound Traffic exchanged between Navigator Telecommunications, LLC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

- 2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

### 2.4 Bill and Keep for ISP-bound Traffic in New Markets

- 2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more Illinois LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such Illinois LATAs.
- 2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an Illinois LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Illinois LATA, and that any ISP-bound Traffic in other Illinois LATAs shall be Bill and Keep for the remaining term of this Agreement.
- 2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.
- 2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

## 2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC 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, LEC and ILEC 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

- 3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

## 4.0 Miscellaneous

- 4.1 This Amendment will be effective on September 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 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.
- 4.3 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.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 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.
- 4.6 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation 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, 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) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the

FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, 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.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 1<sup>st</sup> day of October, 2003, by SBC Illinois, signing by and through its duly authorized representative, and Z-Tel Communications, Inc., signing by and through its duly authorized representative.

Z-Tel Communications, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois by  
SBC Telecommunications, Inc., its authorized agent

By: [Signature]

By: [Signature]

Name: Bon Walters  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: Vice President -  
Industry Policy  
(Print or Type)

Title: For/ President – Industry Markets

Date: 9-19-03

Date: OCT 01 2003

FACILITIES-BASED OCN # 3259

ACNA ELZ

**ICC Docket 98-0396, 00-0700 ORDER AMENDMENT  
TO THE INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This ICC Order 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 Incorporated d/b/a SBC Illinois ("**SBC Illinois**") and Z-Tel Communications, Inc. ("**CLEC**") is dated October 2, 2003.

**WHEREAS**, Illinois Bell Telephone Company<sup>1</sup> d/b/a SBC Illinois ("**SBC Illinois**") and Z-Tel Communications, Inc. ("**CLEC**") entered into an Interconnection Agreement which became effective on May 12, 2000 (the "**Agreement**"); and

**WHEREAS**, the Agreement permits the Parties to mutually agree to amend the Agreement

**WHEREAS**, the ICC issued orders ("**Order**") in Dockets 98-0396, and 00-0700, setting forth certain Illinois specific prices and other requirements pertaining to particular combinations of unbundled network elements ("**UNEs**") that are included in the Agreement ("**Non-Voluntary Terms**");

**WHEREAS**, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Orders;

**WHEREAS**, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate into the Agreement the Non-Voluntary Terms only as and to the extent imposed by the Orders, 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.
- 1.3 The term "**UNE-P**" refers to "**unbundled network element platform**" ("**UNE Platform**") as described in the Order.

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<sup>1</sup> 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.

## **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 as follows:

Certain rates in the Pricing Schedule to the Agreement are removed and replaced with the corresponding new rates established in Dockets 98-0396 and 00-0700 in the attached as Exhibit A.

## **3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment shall be ten (10) calendar days after the ICC approves this Amendment as between SBC Illinois and CLEC or, absent such ICC approval, the date this Amendment is deemed approved as between SBC Illinois and CLEC under the Act("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 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 thirty (30) days after such suspension shall permit either party to terminate this Amendment upon ten (10) days written notice to the other.

## **4. TERM OF AMENDMENT**

- 4.1 EXCEPT AS EXPRESSLY 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; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6.

## **5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

- 5.1 The Parties acknowledge and agree that this Amendment is the result of the Order. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Order and constitute pricing and tariffing results, the Non-Voluntary Terms and legitimately related terms do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC's Memorandum Opinion and Order, CC Docket 98-141 (rel. October 8, 1999), or any other applicable MFN Merger Conditions and are not available in any state other than the State of Illinois. The parties further acknowledge and agree that this Amendment was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. § 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 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, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

## **6. RESERVATIONS OF RIGHTS**

- 6.1 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it

may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation 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, 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) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"); the Parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in *Voices for Choices, et al. v. Illinois Bell Telephone Company, et al.*, Court Nos.: 03-2735 and 03-2766 (consolidated) pending in the Seventh Circuit; and the Parties acknowledge and agree that on June 9, 2003, Judge Kocarar enjoined enforcement of these same statutory sections. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, 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, all ISP-bound traffic is subject to the FCC Plan. In entering into this Amendment, SBC Illinois reserves its right to seek conforming modifications to this Agreement as a result of SBC Illinois having invoked the FCC's Plan in Illinois, to incorporate the rates, terms and conditions of such Plan into this Agreement. In addition, to the extent this Agreement is in effect in Illinois, consistent with the Parties acknowledgment and agreement hereinabove, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the date any such order(s) go into effect and may be implemented as may be ordered by the ICC in accordance with the Illinois Law. In such event, then upon written notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates as may be ordered by the ICC in accordance with the Illinois Law; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the written notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the written notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- 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 issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 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 (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.
- 6.4 Sections 6.1, 6.2 and 6.3 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.


**7. MISCELLANEOUS**

- 7.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. This Amendment does not extend the term of the Agreement. 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 oral and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date."



IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Z-Tel Communications, Inc.

By: 

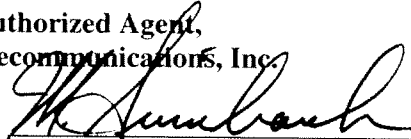
Printed: Ben Walters

Title: Vice President - Industry Policy

Date: 9-30-03

AECN/OCN # ELZC/3259

Illinois Bell Telephone Company Incorporated  
d/b/a SBC Illinois

By its Authorized Agent,  
SBC Telecommunications, Inc. 

Printed: Mike Auinbaugh

Title <sup>For/</sup> President – Industry Markets

Date: OCT 2 2003

**ATTACHMENT A - ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

<b>DKT</b>	<b>Effective Date</b>	<b>USOC</b>	<b>RATE</b>	<b>Description</b>
<b>Illinois</b>				
IL 98-0396	1/19/2002	NR9F6	N/A*	Svc Order Charges-Record Order-Basic Port
IL 98-0396	1/19/2002	NR9F6	\$ 1.02	Svc Order Charges-Record Order-Basic Port
IL 98-0396	1/19/2002	NR9F7	\$ 1.02	Svc Order Charges-Record Order-Complex Port
IL 98-0396	1/19/2002	NR9F8	\$ 1.02	Svc Order Charges-Record Order-ULS Trunk Port
IL 98-0396	1/19/2002	NR9UU	N/A	Svc Order Charge-Init Basic Port - does not apply to any UNE-P
IL 98-0396	1/19/2002	NR9UU	\$ 2.35	Initial Svc Order-Basic Port
IL 98-0396	1/19/2002	NR9B5	\$ 27.60	Initial Svc Order-Complex Port
IL 98-0396	1/19/2002	NR9UG	\$ 26.79	Initial Svc Order-ULS Trunk Port
IL 98-0396	1/19/2002	NR9UY	N/A	Subseq Record Orders Charge- Ports -does not apply to any UNE-P
IL 98-0396	1/19/2002	NR9UV	\$ 1.08	Subseq Change Charge R Orders
IL 98-0396	4/13/2003	NR9UV	\$ 1.02	Subseq Change Charge R Orders
IL 98-0396	1/19/2002	SEPUC	N/A*	Line Connection Svc Establishment
IL 98-0396	5/11/2002	SEPUC	N/A**	Line Connection Svc Establishment
IL 98-0396	1/19/2002	SEPUC	\$ 20.21	Line Connection Svc Establishment
IL 98-0396	1/19/2002	SEPUP	N/A	Processing Chg-Establish - does not apply to any UNE-P
IL 98-0396	5/11/2002	SEPUP	N/A**	Processing Chg-Establish
IL 98-0396	1/19/2002	SEPUP	\$ 2.58	Processing Chg-Establish (Stand-Alone Loop Svc. Order)
IL 98-0396	1/19/2002	UJR	N/A	Basic Line Port-Residence-Nonrecurring - does not apply to any UNE-P
IL 98-0396	1/19/2002	UPC	N/A	Basic Line Port-Business-Nonrecurring - does not apply to any UNE-P
IL 98-0396	1/19/2002	REAH9	\$ 1.71	Subsequent Svc Order (Stand-Alone Loop)
IL 98-0396	9/21/2002	Usage	\$ 0.000459	ULS-ST Daily Usage Feed, Per Message combinations
IL 98-0396	5/11/2002		1.02***	
IL 98-0397	5/12/2002	NHCHG	\$ 1.02	UNE-P Record Work Only Charge -Line Side
IL 98-0398	5/13/2002	NHCHH	\$ 1.02	UNE-P Record Work Only Charge -Trunk Side
IL 98-0396	5/11/2002	ORCMX	N/A****	UDT Administration Charge - Per Order
IL 98-0396	5/11/2002	NRBCL	N/A****	Design & Central Office Connection Charge - Per Circuit
IL 98-0396	5/11/2002	NRBBL	N/A****	Carrier Connection Charge - Per Order
IL 98-0396	5/11/2002	CLYX1-X3	N/A****	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged
IL 00-0700	9/21/2002	UJR	\$ 2.18	Basic Line Port-Residence-Recurring

**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

00-0700	9/21/2002	UPC	\$	2.18	Basic Line Port-Business-Recurring
00-0700	9/21/2002	UPZ	\$	2.18	Ground Start Line Port-Recurring
00-0700	9/21/2002	UYC	\$	2.18	Basic COPTS Port-Recurring
00-0700	9/21/2002	U5N	\$	2.18	COPTS-Coin Line Port-Recurring
00-0700	9/21/2002	U2P	\$	6.11	ISDN-Direct Port-Recurring
00-0700	3/15/2003	U2P	\$	9.34	ISDN-Direct Port-Recurring
00-0700	9/21/2002	UZN	\$	0.06	per Telephone Number-Recurring
00-0700	9/21/2002	UPR	\$	20.65	DID Trunk Port-Recurring
00-0700	9/21/2002	UDM	\$	0.06	per Telephone Number-Recurring
00-0700	9/21/2002	UZPZD	\$	158.97	ISDN Prime Trunk Port-Recurring
00-0700	9/21/2002	UZN	\$	0.06	per Telephone Number-Recurring
00-0700	9/21/2002	UW7	\$	145.58	Digital Trunking Trunk Port-Recurring
00-0700	9/21/2002	UROPT	\$	145.46	ULS Trunk Port-Recurring
00-0700	9/21/2002	U3XA	\$	2.18	Centrex Basic Line Port-Recurring
00-0700	9/21/2002	Pending	\$	6.11	Centrex ISDN Line Port-Recurring
00-0700	3/15/2003	Pending	\$	9.34	Centrex ISDN Line Port-Recurring
00-0700	9/21/2002	U3XAC-CC	\$	4.92	Centrex EKL Line Port-Recurring
00-0700	9/21/2002	U6A	\$	4.75	Centrex Attendant Console Line Port-Recurring
00-0700	3/15/2003	U6A	\$	7.12	Centrex Attendant Console Line Port-Recurring
00-0700	9/21/2002	NR9UJ	\$	136.76	ULS Billing Establishment
00-0700	9/21/2002	NR9N6	\$	108.46	New Custom OS or DA Route for ULS-ST, per carrier, per switch, per route
00-0700	9/21/2002	REAJY	\$	68.93	Centrex System features change or rearrangement, - per feature, per occasion
00-0700	9/21/2002	NR9UE	\$	288.22	occasion
00-0700	9/21/2002	NR9UT	\$	82.10	Subsequent Training - per Company person, per hour
00-0700	9/21/2002	Usage		0.000415	ULS-ST Blended Transport Usage
00-0700	9/21/2002	Usage	\$	0.000304	ULS-ST Common Transport
					*This rate does not apply to UNE-P migrations, it does apply to new UNE-P
					**This rate does not apply to conversions of Special Access to UNE combinations, it does apply to EELs
					*** Rate set at \$1.02, interim, subject to true-up
					****Rate does not apply to EEL or conversion of Spec. Access to UNE

**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

<b>DKT</b>	<b>Effective</b>	<b>USOC</b>	<b>RATE</b>	<b>Description</b>
<b>Illinois</b>	<b>Date</b>			
IL 98-0396	1/19/2002	NR9F6	N/A*	Svc Order Charges-Record Order-Basic Port
IL 98-0396	1/19/2002	NR9F6	\$ 1.02	Svc Order Charges-Record Order-Basic Port
IL 98-0396	1/19/2002	NR9F7	\$ 1.02	Svc Order Charges-Record Order-Complex Port
IL 98-0396	1/19/2002	NR9F8	\$ 1.02	Svc Order Charges-Record Order-ULS Trunk Port
IL 98-0396	1/19/2002	NR9UU	N/A	Svc Order Charge-Init Basic Port - does not apply to any UNE-P
IL 98-0396	1/19/2002	NR9UU	\$ 2.35	Initial Svc Order-Basic Port
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IL 98-0396	1/19/2002	NR9UG	\$ 26.79	Initial Svc Order-ULS Trunk Port Port
IL 98-0396	1/19/2002	NR9UY	N/A	Subseq Record Orders Charge- Ports -does not apply to any UNE-P
IL 98-0396	1/19/2002	NR9UV	\$ 1.08	Subseq Change Charge R Orders
IL 98-0396	4/13/2003	NR9UV	\$ 1.02	Subseq Change Charge R Orders
IL 98-0396	1/19/2002	SEPUC	N/A*	Line Connection Svc Establishment
IL 98-0396	5/11/2002	SEPUC	N/A**	Line Connection Svc Establishment
IL 98-0396	1/19/2002	SEPUC	\$ 20.21	Line Connection Svc Establishment
IL 98-0396	1/19/2002	SEPUP	N/A	Processing Chg-Establish - does not apply to any UNE-P
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IL 98-0396	1/19/2002	SEPUP	\$ 2.58	Processing Chg-Establish (Stand-Alone Loop Svc. Order)
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IL 98-0396	5/11/2002		1.02***	combinations
IL 98-0397	5/12/2002	NHCHG	\$ 1.02	UNE-P Record Work Only Charge -Line Side
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IL 98-0396	5/11/2002	NRBCL	N/A****	Design & Central Office Connection Charge - Per Circuit
IL 98-0396	5/11/2002	NRBBL	N/A****	Carrier Connection Charge - Per Order
IL 98-0396	5/11/2002	CLYX1-X3	N/A****	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged
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**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

II 00-0700	9/21/2002	UPC	\$ 2.18	Basic Line Port-Business-Recurring
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II 00-0700	9/21/2002	UYC	\$ 2.18	Basic COPTS Port-Recurring
II 00-0700	9/21/2002	U5N	\$ 2.18	COPTS-Coin Line Port-Recurring
II 00-0700	9/21/2002	U2P	\$ 6.11	ISDN-Direct Port-Recurring
II 00-0700	3/15/2003	U2P	\$ 9.34	ISDN-Direct Port-Recurring
II 00-0700	9/21/2002	UZN	\$ 0.06	per Telephone Number-Recurring
II 00-0700	9/21/2002	UPR	\$ 20.65	DID Trunk Port-Recurring
II 00-0700	9/21/2002	UDM	\$ 0.06	per Telephone Number-Recurring
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II 00-0700	9/21/2002	U3XA	\$ 2.18	Centrex Basic Line Port-Recurring
II 00-0700	9/21/2002	Pending	\$ 6.11	Centrex ISDN Line Port-Recurring
II 00-0700	3/15/2003	Pending	\$ 9.34	Centrex ISDN Line Port-Recurring
II 00-0700	9/21/2002	U3XAC-CC	\$ 4.92	Centrex EKL Line Port-Recurring
II 00-0700	9/21/2002	U6A	\$ 4.75	Centrex Attendant Console Line Port-Recurring
II 00-0700	3/15/2003	U6A	\$ 7.12	Centrex Attendant Console Line Port-Recurring
II 00-0700	9/21/2002	NR9UJ	\$ 136.76	ULS Billing Establishment
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II 00-0700	9/21/2002	REAJY	\$ 68.93	Centrex System features change or rearrangement, - per feature, per occasion
II 00-0700	9/21/2002	NR9UE	\$ 288.22	occasion
II 00-0700	9/21/2002	NR9UT	\$ 82.10	Subsequent Training - per Company person, per hour
II 00-0700	9/21/2002	Usage	0.000415	ULS-ST Blended Transport Usage
II 00-0700	9/21/2002	Usage	\$ 0.000304	ULS-ST Common Transport
				*This rate does not apply to UNE-P migrations, it does apply to new UNE-P
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				****Rate does not apply to EEL or conversion of Spec. Access to UNE

**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

[illegible]

[illegible]

**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

[illegible]



**ATTACHMENT A -ILLINOIS  
RATE AMENDMENT FOR DOCKETS 98-0396 00-0700**

[illegible]

**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")<sup>1</sup> and Z-Tel Communications, Inc ("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.
- 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 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

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<sup>1</sup>Illinois 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.

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); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 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.

Z-Tel Communications, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois  
by SBC Telecommunications, Inc., its Authorized  
Agent

By: 

By: 

Printed: Ron Walters

Printed: Kathy J. Wilkinson

Title: VP - Industry Policy

Title: *For/* Senior Vice President - Industry Markets  
& Diversified Businesses

Date: 11-23-04

Date: 12-2-2004

FACILITIES-BASED OCN # 3259

ACNA ELZ

# ATTACHMENT A

ICC 02-0864  
SBC Illinois/Z-TEL COMMUNICATIONS, INC.  
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)	U4XHC	\$ 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	

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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/
141		Manual Establish (Connection + Disconnection)	PENDING		\$	102.83	/1/
142		Connection	PENDING		\$	72.70	/2/



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143	Disconnection			PENDING		\$	42.47	/2/
144								

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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/
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/

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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						
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/

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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		<b>Port Charge, per Month, per Port</b>					
247		Add / Rearrange each Termination	REAJG	N/A	\$	48.48	
248		ISDN Prime - Add/Rearrange Channels	REAKB		\$	54.39	
249							
250		<b>Basic Line Port</b>					
251		Service Order - Subsequent	NR9UV	NA	\$	5.40	
252		Service Order - Record Work Only	NR9F6	NA	\$	5.11	
253							
254		<b>Complex Line Port</b>					
255		Service Order - Subsequent	PENDING	NA	\$	11.58	
256		Service Order - Record Work Only	NR9F7	NA	\$	5.11	
257							
258		<b>ULS Trunk Port</b>					
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							
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/

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289	Connection	PENDING		\$	7.19	/2/
290	Disconnection	PENDING		\$	3.61	/2/

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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)	PENDING		\$	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/
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						

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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						
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/.				

ATTACHMENT A

ICC 02-0864  
SBC Illinois/Z-TEL COMMUNICATIONS, INC.  
070704

376	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005		
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**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
Z-TEL COMMUNICATIONS, INC.**

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of \_\_\_\_\_, 2005, by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a SBC Illinois ("SBC Illinois") and Trinsic Communications, Inc. (f/k/a Z-Tel Communications, Inc.), with its principal offices at 601 South Harbour Island Blvd., Suite 220, Tampa, Florida 33602 ("Trinsic").

WHEREAS, SBC Illinois and Z-Tel Communications, Inc. ("Z-Tel") are the parties to that certain Interconnection Agreement dated as of May 12, 2000 (the "Agreement"); and

WHEREAS, Z-Tel has changed its name to "Trinsic Communications, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC Illinois and Trinsic hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Z-Tel Communications, Inc." to "Trinsic Communications, Inc."
2. SBC Illinois shall reflect that name change from "Z-Tel Communications, Inc." to "Trinsic Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Z-Tel. SBC Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Illinois' 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, Trinsic affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Z-Tel 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, Trinsic shall operate with SBC Illinois under the "Trinsic Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Trinsic, and labeling (including re-labeling) equipment and facilities with Trinsic.
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.
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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), now operates under the name "SBC Illinois" pursuant to an assumed name filing with the State of Illinois, and is an indirect, wholly-owned subsidiary of SBC Communications Inc.

Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Illinois has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Illinois 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 SBC Illinois' right to exercise its option at any time to adopt on a date specified by SBC 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.

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.

Trinsic Communications, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois by  
SBC Telecommunications, Inc., its authorized agent

By: [Signature]  
Name: Don Watters  
(Print or Type)

By: [Signature]  
Name: Kathy J. Wilkinson  
(Print or Type)

Title: VP - Industry Policy  
(Print or Type)

Title: For/ Senior Vice President-  
Industry Markets and Diversified Businesses

Date: 1-6-05

Date: 1-12-05

FACILITIES-BASED OCN # 3259

ACNA ELZ

## ***Amendment Superseding Certain Intercarrier Compensation Provisions***

This Amendment Superseding Certain Intercarrier Compensation Provisions ("Amendment") is applicable to this and any future Interconnection Agreement as provided herein between SBC Operations, Inc. ("SBC"), on behalf of and as agent for, Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas, and any of its future Affiliates or subsidiaries which are Incumbent Local Exchange Carriers (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and Trinsic Communications, Inc., and any of its future Affiliates or subsidiaries which are Certified Local Exchange Carriers in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut from the Effective Date hereof through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the SBC ILECs and Trinsic Communications, Inc. may be referred to individually as "Party," or collectively as the "Parties";

WHEREAS, prior to the Effective Date hereof, SBC ILECs and Trinsic Communications, Inc. have entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (such agreements, including any successors thereto, shall be referred to herein as the "Interconnection Agreements"); and

WHEREAS, SBC ILECs and Trinsic Communications, Inc. agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein; and

WHEREAS, the Parties wish to establish rates, terms and conditions for the exchange of ISP-Bound Traffic, Section 251(b)(5) Traffic, and other compensable traffic exchanged between the Parties, consistent with the terms set forth herein this Amendment;

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

### **1.0 TERM, SCOPE OF AMENDMENT AND LOCK IN**

- 1.1 The term of this Amendment shall commence on the Effective Date hereof<sup>1</sup> and shall continue until October 1, 2010 ("Termination Date"). Thereafter, provided that Trinsic Communications, Inc. does not MFN into or otherwise adopt an underlying Interconnection Agreement with a term ending after October 1, 2010, this Amendment will remain in full force and effect unless terminated by either Party according to the terms and conditions of the underlying Interconnection Agreement to which this Amendment applies. In the event that Trinsic Communications, Inc. chooses to MFN into an underlying Interconnection Agreement that expires after the Termination Date of this Amendment, the

<sup>1</sup> Notwithstanding anything to the contrary in the underlying Interconnection Agreements (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt the Parties' Interconnection Agreement and this Amendment pursuant to Section 252(i) of the Act ("Adopting CLEC") after the Effective Date hereof, it is SBC's ILEC's position that such Adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this Amendment prospectively beginning from the date that the MFN Agreement becomes effective between the SBC ILECs and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). It is further SBC's ILEC's position that an Adopting CLEC is not entitled to the application of the rates, terms and conditions under its MFN Agreement to a date prior to its Section 252(i) Effective Date.

terms of this Amendment shall apply to such Interconnection Agreement until October 1, 2010, after which the terms of the underlying Interconnection Agreement shall apply.

- 1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in all Interconnection Agreements currently in effect between the Parties. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future Interconnection Agreement(s) between the Parties through the Termination Date whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights in all states where the SBC ILECs and Trinsic Communications, Inc. enter into such agreements. Any inconsistencies between the provisions of this Amendment and other provisions of any current Interconnection Agreement or future Interconnection Agreements described above, through the Termination Date, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties. Provided, however, if any of the underlying Interconnection Agreements expires sooner than the Termination Date, the Parties agree that the Amendment shall not extend or otherwise alter the term and termination rights of the underlying Interconnection Agreement, but instead, the Amendment will be incorporated into any successor interconnection agreement between the Parties and this Amendment shall remain effective through the Termination Date.
- 1.3 Except as provided in Section 1.4 below, during the term of this Amendment period, the Effective Date hereof through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Amendment. If, during the term of this Amendment, Trinsic Communications, Inc. adopts another or additional agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Amendment. Such Amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Amendment will apply uninterrupted from the Effective Date hereof through the Termination Date. If the SBC ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, Trinsic Communications, Inc. may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any material sale of CLEC's assets, in which case Trinsic Communications, Inc. shall obtain the purchaser's consent to be bound by the reciprocal compensation terms and conditions set forth herein.

Notwithstanding anything herein to the contrary, during the period from the Effective Date hereof through the Termination Date, the Parties waive any rights they may have under the Intervening/Change of Law provisions, of the Parties' Interconnection Agreements in effect during the term of this Amendment with respect to any intercarrier compensation that is subject to this Amendment; provided, however, that if an FCC order related to intercarrier compensation becomes effective after the Effective Date of this Amendment, including, without limitation, orders issued in CC Docket 96-98, the FCC's rulemaking in the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or In the Matter of IP Enabled Services, WC Docket 04-36, the affected provisions of this Amendment relating to intercarrier compensation shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Interconnection Agreements and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute

resolution process provided for in the Interconnection Agreements; provided, however, that the rates, terms and conditions ultimately ordered by a state commission in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except as to matters pertaining to intercarrier compensation, in addition to the change of law rights more fully set forth in this Section 1 with respect to intercarrier compensation, provisions, during the time period from Effective Date through and including the Termination Date, each Party shall have full intervening law rights under this Amendment and any intervening law rights in the underlying Interconnection Agreement, and may invoke such intervening law/change in law rights as to any provisions in the Interconnection Agreements impacted by any regulatory, legislative or judicial action.

**2.0 LONG TERM BILL AND KEEP ARRANGEMENTS FOR TERMINATION OF IN-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX TRAFFIC AND OPTIONAL EAS TRAFFIC**

2.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

2.2 For purposes of this Agreement, and without waiving their respective positions with regard to the appropriate interpretation of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), the Parties agree that "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between Trinsic Communications, Inc. and SBC-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

2.3 Foreign Exchange (FX) services are retail service offerings purchased by FX customers that allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

- 2.3.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 2.3.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 2.4 Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is traffic that originates from and terminates to Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as defined in the Parties underlying Agreement.
- 2.4.1 In the context of this Amendment, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This terminating compensation arrangement between the Parties for such traffic rate is independent of any retail service arrangement established by either Party. Trinsic Communications, Inc. and SBC Arkansas, SBC Kansas, and SBC Texas are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however, the terminating rates to be used for any such offering will be those set forth in this Amendment.
- 2.5 Long-Term Local Bill and Keep Arrangements for Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic. For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the following compensation arrangements apply:
- 2.5.1 *For traffic that originates from, or terminates to, End Users served by a Local Wholesale Complete Access Line or Local Wholesale Complete telephone numbers associated with Local Switching provided by SBC-13STATE on a wholesale basis: All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic, and MCA Traffic that originates from, or terminates to, End Users served by Local Wholesale Complete Access Lines or Local Wholesale Complete telephone numbers associated with Local Switching provided by SBC-13STATE on a wholesale basis, will be compensated on a long-term Bill and Keep basis so long as qualifying traffic between the parties remains in balance in accordance with Section 2.5.2.1 through 2.5.2.2 hereof. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Mandatory EAS Traffic, Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment, and MCA Traffic, and does not include IntraLATA Toll Traffic and/or Meet Point Billing Traffic.*

2.5.2 *For traffic that originates from, or terminates to, End Users served by Trinsic Communications, Inc. using its own facilities:* All Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic that originates from, or terminates to, End Users served by Trinsic Communications, Inc. using its own facilities will be compensated on a long-term Bill and Keep basis, so long as qualifying traffic between the parties remains in balance in accordance with Section 2.5.2.1 through 2.5.2.3 hereof. The Parties specifically acknowledge that Long-term Bill and Keep applies only to Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4.1 of this Amendment and does not include, IntraLATA Toll Traffic, Meet Point Billing Traffic, or MCA Traffic.

2.5.2.1 The Parties agree that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties is "In-Balance". In-Balance shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties will not exceed the specified MOU threshold as defined in Section 2.5.2.2 below.

2.5.2.2 The Parties agree to cap the minute of use (MOU) differential at 7,500,000 MOUs per month, per state. The MOU differential is defined as the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic per month, per state, originated by each Party's end users, terminated to the other Party's End Users. In the event that the MOU differential exceeds 7,500,000 MOUs per month for three (3) consecutive months, in a specific state, Section 3 shall immediately apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic.

2.5.2.3 Once the terms and conditions set forth in Section 3 of this Amendment apply to CLEC's Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, in a specific state, the compensation arrangements set forth in Section 3 will apply for the remaining term of this Agreement.

2.5.2.3.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic is in balance, the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

2.5.2.3.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the Intercarrier Compensation rates will apply retroactively to the date such Intercarrier Compensation rates were applicable under Section 3 of this Amendment.

2.5.2.4 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic as defined in Sections 2.1 through 2.4 of this Amendment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the proper classification under the terms of this Amendment of traffic delivered as Bill and Keep. The Parties will consult with each other to attempt to resolve issues



without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

- 2.5.2.5 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a party in this Agreement is other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest at the commercial paper rate as referenced in of the General Terms and Conditions of the Interconnection Agreements.
- 2.5.2.6 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.
- 2.5.2.7 The audit provisions set out in Sections 2.5.2.4 through 2.5.2.6 above do not alter or affect audit provisions set out in the Parties' underlying Interconnection Agreements

### **3.0 COMPENSATION ARRANGEMENTS FOR TERMINATION OF OUT-OF-BALANCE SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, FX-TRAFFIC AND OPTIONAL EAS TRAFFIC**

- 3.1 "Out-of-Balance" shall mean that Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic exchanged between the Parties has not met the In-Balance qualifiers as defined in Section 2.5.2 above and has exceeded the specified thresholds set forth in Sections 2.5.2.1 and 2.5.2.2. This Section 3 applies to Out-of-Balance traffic.
  - 3.1.1 For Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic and Optional EAS Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Amendment and Appendix Pricing to the Interconnection Agreements. In SBC Connecticut, when Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 3.8.3 below.
- 3.2 SBC-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002).

SBC-13STATE and Trinsic Communications, Inc. agree to comply with the FCC's interim ISP terminating compensation plan on the date designated by SBC-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP

Compensation Order. By agreeing to this Amendment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

- 3.2.1 Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, Trinsic Communications, Inc. and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.
- 3.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic caused by events enumerated in this section shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among SBC-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Amendment and the underlying Interconnection Agreements.
- 3.3 In SBC-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 2.1 and ISP-Bound Traffic, as defined in Section 2.2 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 3.9 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless SBC Connecticut chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 3.8 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 3.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
- 3.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

- 3.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 3.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 3.5 End Office Serving Rate Elements:
  - 3.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 3.6 Trinsic Communications, Inc. shall only be paid End Office Serving Rate Elements.
- 3.7 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Amendment and the underlying Interconnection Agreements. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Amendment and the underlying Interconnection Agreements.
- 3.8 Intercarrier Compensation for Wholesale Local Switching Traffic
  - 3.8.1 Where Trinsic Communications, Inc. purchases Local Switching from SBC-12STATE on a wholesale basis, Trinsic Communications, Inc. 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. SBC-12STATE is required to provide Trinsic Communications, Inc. with timely, complete and correct information to enable Trinsic Communications, Inc. to meet the requirements of this section.
  - 3.8.2 The following reciprocal compensation terms shall apply to all traffic exchanged between SBC-12STATE and CLECs when Trinsic Communications, Inc. purchases Local Switching from SBC-12STATE on a wholesale basis:
    - 3.8.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
    - 3.8.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC-12STATE and Trinsic Communications, Inc. where Trinsic Communications, Inc.'s end user originates a call that is terminated to a SBC-12STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 3.9 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.
  - 3.8.3 In SBC Connecticut, when Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis to provide service to its End Users, SBC Connecticut will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When Trinsic Communications, Inc. purchases Local Switching from SBC Connecticut on a wholesale basis, Trinsic Communications, Inc. can not seek intercarrier compensation from SBC Connecticut for Section 251(b)(5) Traffic, ISP-

Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an SBC Connecticut End User or a third party carrier's End User.

- 3.9 The Parties hereby agree that the following rates, terms and conditions set forth in Section 3.9 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) SBC-13STATE has made an offer as described in Section 3.2 above effective on the later of (i) the Effective Date of this Amendment and (ii) the effective date of the offer in the particular state and that all ISP-Bound Traffic is subject to the rebuttable presumption.
- 3.9.1 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic
- 3.9.1.1 The rates, terms, and conditions in Section 3.9 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 2.1 and ISP-Bound Traffic as defined in Section 2.2 and ISP-Bound Traffic is subject to the rebuttable presumption.
- 3.9.1.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.
- 3.9.1.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 3.9.2 ISP-Bound Traffic Rebuttable Presumption
- 3.9.2.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic
- 3.9.3 Each party will invoice the other party on a monthly basis for such traffic at the rate set forth in Section 3.9.1.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 3.10 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC Arkansas, SBC Kansas, SBC Missouri and SBC Texas.
- 3.10.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 3.10.1.1 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the originating Party will bill the terminating Party the appropriate originating access

charges for all traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above.

- 3.10.1.2 Pursuant to the Connecticut Commission Arbitration Award in Docket 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 2.3 above in SBC Connecticut. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.

3.10.2 Segregating and Tracking FX Traffic

- 3.10.2.1 For SBC-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

- 3.10.2.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in SBC-2STATE, SBC MIDWEST REGION 5-STATE, SBC Arkansas, SBC Kansas, SBC Missouri and SBC Texas where such traffic is subject to a Bill and Keep arrangement.

- 3.10.2.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU in SBC Oklahoma.

- 3.10.2.4 For SBC Connecticut, FX traffic must be identified as voice FX and ISP FX. SBC Connecticut will work with Trinsic Communications, Inc. in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For SBC Connecticut ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

- 3.10.2.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 3.3.2 above.

- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in SBC Connecticut where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in SBC Connecticut.

3.10.2.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

3.10.3 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

3.10.3.1 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 twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

3.11 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 2.1 and 2.2 above. The transport and termination rate applies when SBC Arkansas, SBC Kansas or SBC Texas transports traffic and terminates it at its own switch.

3.11.1 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

#### **4.0 Reservation of Rights**

4.1 Neither Party will argue or take the position before any state or federal regulatory body that this agreement constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking In the Matter of IP-Enabled Services, WC Docket 04-36 (rel. March 10, 2004). The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic during the term of this Amendment. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

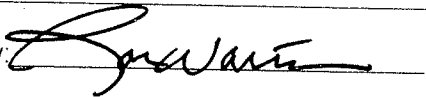
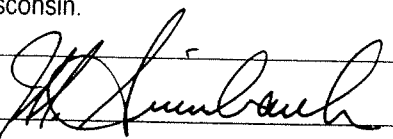
- 4.2 The Parties continue to disagree as to whether ISP calls are subject to reciprocal compensation obligations under their Interconnection Agreements and Section 251(b)(5) of the Act. By entering into this Amendment neither Party waives its right to advocate its view with respect to these issues, however neither Party will attempt in any way to overturn the provisions of this Amendment during its term. Similarly, the Parties agree that nothing in this Amendment shall be construed as an admission that ISP traffic is, or is not, subject to reciprocal compensation obligations under their ICAs and Interconnection Agreements or Section 251(b)(5). Therefore, ILEC payments to Trinsic Communications, Inc. under this Amendment or the underlying Interconnection Agreements shall not be construed as agreement by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations, provided, however, notwithstanding anything to the contrary, the Parties agree that for purposes of this Amendment compensation is payable as set forth in this Amendment.
- 4.3 Except as specifically modified by this Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 4.4 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).
- 5.0 Additional Terms and Conditions**
- 5.1. This Amendment contains provisions that have been negotiated as part of an entire amendment and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that this Amendment applies to specified periods of time over the course of the full term of this Amendment, and is intended to be date specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this Amendment under section 252 (i) of the Act and enjoy higher rates than are in effect at that point other than as set forth in this Amendment.. By entering into this Amendment, the SBC

ILECs do not agree that they are obligated to permit, nor do they waive their rights to contend that they are not obligated to permit, their tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.

- 5.2. The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying Interconnection Agreements. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.
- 5.3. This Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 5.4. The terms contained in this Amendment constitute the entire agreement with regard to the modification and amendment of the Interconnection Agreements through the Termination Date, and shall be interpreted solely in accordance with its own terms.
- 5.5. The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.
- 5.6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 5.7. This Amendment shall be filed by the Parties with the commissions in each state listed in the introductory paragraph above as may be required as of the Effective Date of this Amendment, and as may be required from time to time thereafter. Neither Party may seek a stay of a commission's approval of this Amendment or in any way seek to delay, postpone or interfere with a particular commission's approval of this Amendment. If any part of this Amendment is rejected or modified by a state commission, this amendment will become null, void and of no further effect as to that specific state.
- 5.8. SBC Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.
- 5.9. This Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific SBC ILEC, this Amendment shall be construed as having been in effect as of October 1, 2005 (the "Effective Date").



IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the dates shown below by their respective duly authorized representatives and hereby agree that this Amendment shall be effective between the Parties, as set forth herein.

Trinsic Communications, Inc.	SBC Operations, Inc. as authorized agent for Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas, The Southern New England Telephone Company d/b/a SBC Connecticut, Nevada Bell Telephone Company, d/b/a SBC Nevada, Pacific Bell Telephone Company, d/b/a SBC California, Illinois Bell Telephone Company, d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated, d/b/a SBC Indiana, Michigan Bell Telephone Company, d/b/a SBC Michigan, The Ohio Bell Telephone Company, d/b/a SBC Ohio and Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
By: 	By: 
Title: <u>VP- Industry Policy</u>	Title: <u>AVP - Local Interconnection Marketing</u>
Name: <u>Ron Walters</u>	Name: <u><b>Mike Auinbauh</b></u>
Date: <u>10/21/05</u>	Date: <u>10-25-05</u>

Line	SBC Generic Rates	USOC	Recurring	Non-Recurring
1	<b>NETWORK ELEMENTS</b>			
2				
3	<b>INTERCARRIER COMPENSATION</b>			
4	For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC-12STATE			
5	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$0.0007	
6				
7	For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC CONNECTICUT			
8	End Office Local Termination			
9	Set up charge, per call		\$ 0.000423	
10	Duration charge, per MOU		\$ 0.002687	
11				
12	<b>Tandem Served</b>			
13	Set up charge, per call		\$ 0.000497	
14	Duration charge, per MOU		\$ 0.004337	

Line	SBC Generic Rates	USOC	Recurring	Non-Recurring	
1	<b><u>NETWORK ELEMENTS</u></b>				
2					
3	<b><u>INTERCARRIER COMPENSATION</u></b>				
4	<b>For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC-12STATE</b>				
5	Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$0.0007		
6					
7	<b>For "Out of Balance" Section 251(b)(5) Traffic and ISP-Bound Traffic in SBC CONNECTICUT</b>				
8	<b>End Office Local Termination</b>				
9	Set up charge, per call		\$ 0.000423		
10	Duration charge, per MOU		\$ 0.002687		
11					
12	<b>Tandem Served</b>				
13	Set up charge, per call		\$ 0.000497		
14	Duration charge, per MOU		\$ 0.004337		

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
TRINISIC COMMUNICATIONS, INC.**

**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 existing Interconnection Agreement (the "Agreement") by and between Illinois Bell Telephone Company d/b/a SBC Illinois<sup>1</sup> ("SBC Illinois") and Trinsic Communications, Inc. ("CLEC") 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 Appendix<sup>2</sup> governing CLEC's resale operations, (hereafter, "Reseller CLEC"), 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. (B) The Reseller CLEC 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, SBC Illinois will cease billing the 9-1-1 surcharges to the Reseller CLEC on the monthly Resale Services bill, and SBC Illinois will cease remitting the 9-1-1 surcharges to the applicable municipalities or government agencies on the Reseller CLEC's behalf. SBC 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) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) 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,

<sup>1</sup> Illinois Bell Telephone Company (previously referred to as "Illinois Bell"), is a wholly owned subsidiary of Ameritech Corporation 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.

<sup>2</sup> Or the 911 section of the standalone Resale Agreement, if a standalone Resale Agreement is in place.

without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290) in WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001).

- (6) This Amendment shall be filed with and subject to approval by the Illinois Commerce Commission and hereinafter referred to as Effective Date of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 23rd day of August, 2005, by SBC Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Trinsic Communications, Inc.

By: [Signature]

Name: Bon Walters

(Print or Type)

Title: VP- Industry Policy

(Print or Type)

Date: 8/15/05

Illinois Bell Telephone Company d/b/a SBC Illinois  
by SBC Operations, Inc., its authorized agent

By: [Signature]

Name: Mike Auinbauh

(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: AUG 23 2005

FACILITIES-BASED OCN # 3259

ACNA ELZ

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS  
AND  
TRINSIC COMMUNICATIONS, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and Trinsic Communications, Inc. (f/k/a Z-Tel Communications, Inc.) ("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 May 24, 2000 (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 19th day of December, 2005, 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.

Trinsic Communications, Inc.

Illinois Bell Telephone Company d/b/a SBC Illinois by  
~~AT&T~~ Operations, Inc., its authorized agent

By: Bon Walters

By: Rebecca L Sparks

Printed: Bon Walters

Printed: Rebecca L. Sparks

Title: VP - Industry Policy  
(Print or Type)

Title: S/ AVP-Local Interconnection Marketing

Date: 12/12/05

Date: DEC 19 2005

FACILITIES-BASED OCN # 3259

ACNA ELZ

## 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 transport<sup>1</sup>;
  - (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.

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<sup>1</sup> 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 optonics 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 2Batch 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

# AT&T Wholesale Amendment

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  
TRINIS COMMUNICATIONS, INC.

The Interconnection Agreement by and between Illinois Bell Telephone Company<sup>1</sup> d/b/a AT&T Illinois ("AT&T Illinois") and Trinsic Communications, Inc. ("Trinsic"), is hereby amended as follows:

WHEREAS, AT&T Illinois and Trinsic Communications, Inc. are the parties to that certain "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996" dated May 24, 2000 (the "Agreement"); and

WHEREAS, Trinsic has changed its name to "Matrix Telecom, Inc. d/b/a Trinsic Communications" ("Matrix"), and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Illinois and Matrix hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Trinsic Communications, Inc." to "Matrix Telecom, Inc. d/b/a Trinsic Communications".
2. AT&T Illinois shall reflect that name change from "Trinsic Communications, Inc." to "Matrix Telecom, Inc. d/b/a Trinsic Communications" only for the main billing account (header card) for each of the accounts previously billed to Trinsic. AT&T Illinois shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Illinois' 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, Matrix affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Trinsic with AT&T Illinois for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, AT&T Illinois will change all of its billing records to reflect the new name "Matrix Telecom, Inc. d/b/a Trinsic Communications" in accordance with Section 2.
4. Section XXI.1.1 Term of Article XXI Term and Termination is amended by adding the following section:  
 XXI.1.1 Notwithstanding anything to the contrary in this Section XXI.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Matrix, 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.
5. 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.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment)

<sup>1</sup> 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.

with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. The 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.

Matrix Telecom, Inc. d/b/a Trinsic Communications

By: Charles G. Taylor, Jr.

Name: CHARLES G. TAYLOR, JR.  
(Print or Type)

Title: PRESIDENT  
(Print or Type)

Date: 6/26/08

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

By: Eddie A. Reed Jr.

Name: EDDIE A. REED JR  
(Print or Type)

Title: Director – Interconnection Agreements

Date: 6-19-09

SWITCH-BASED OCN# 3259

UNE OCN # 3259

RESALE OCN # 3051

ACNA: ELZ



# AT&T Wholesale Amendment

# AMENDMENT

## BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

## AND

MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL  
TELECOMMUNICATIONS AND MATRIX TELECOM, INC. D/B/A VARTEC  
TELECOM



Signature: eSigned - Doug FunschSignature: eSigned - William A. BockelmanName: eSigned - Doug Funsch  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: Chief Financial Officer  
(Print or Type)Title: Director  
(Print or Type)Date: 17 Dec 2014Date: 07 Jan 2015

Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a  
Excel Telecommunications and Matrix Telecom,  
Inc. d/b/a VarTec Telecom

Illinois Bell Telephone Company d/b/a AT&T  
ILLINOIS by AT&T Services, Inc., its authorized agent

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT

State	CLEC OCN
ILLINOIS	3259, 3051, 7984, 9707, 000A

**AMENDMENT TO THE AGREEMENT  
 BETWEEN  
 MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS,  
 MATRIX TELECOM, INC. D/B/A VARTEC TELECOM  
 AND  
 ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

This Amendment (the "Amendment") modifies the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS** ("**AT&T ILLINOIS**") and Matrix Telecom, Inc. d/b/a Trinsic Communications ("**Matrix**"). **AT&T ILLINOIS** and Matrix Telecom, Inc. d/b/a Trinsic Communications are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, **AT&T ILLINOIS** and Matrix Telecom, Inc. d/b/a Trinsic Communications are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 9, 2000 ("Matrix Agreement");

**WHEREAS**, **AT&T ILLINOIS** and Comtel Telcom Assets LP d/b/a Excel Telecommunications ("Excel") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 19, 2002 ("Excel Agreement");

**WHEREAS**, **AT&T ILLINOIS** and Comtel Telcom Assets LP d/b/a VarTec Telecom ("VarTec") are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved March 13, 2002 ("VarTec Agreement");

**WHEREAS**, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a Excel Telecommunications in Illinois, including those associated with the Excel Agreement ("Excel Assets") and Excel's ACNA and OCN;

**WHEREAS**, Matrix represents that it acquired the assets of Comtel Telcom Assets LP d/b/a VarTec Telecom in Illinois, including those associated with the VarTec Agreement ("VarTec Assets") and VarTec's ACNA and OCN;

**WHEREAS**, Matrix represents that it has authority to amend the Excel and VarTec Agreements;

**WHEREAS**, with Matrix's acquisition of the Excel and VarTec Assets, Matrix desires to continue to purchase services from **AT&T ILLINOIS** under the Matrix Agreement and seeks to terminate the Excel and VarTec Agreements;

**WHEREAS**, **AT&T ILLINOIS** and Matrix agree to amend the Matrix Agreement to reflect the name change to Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom and add Excel's and VarTec's ACNAs and OCNs listed in Section 4 of this Amendment to Matrix's Agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, **AT&T ILLINOIS** and Matrix agree to amend Matrix's Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Excel and VarTec Agreements shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of Excel and VarTec including all charges previously assessed against Excel's and VarTec's ACNAs and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all **AT&T ILLINOIS** charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA ELZ, EXL, VRT and OCN 3051, 7984, 3259, 9707, and 000A, starting on and continuing after the Effective Date.

3. The Matrix Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc. d/b/a Trinsic Communications" to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom."

3.1 **AT&T ILLINOIS** shall reflect that name change from "Comtel Telcom Assets LP d/b/a Excel Telecommunications" and "Comtel Telcom Assets LP d/b/a VarTec Telecom" to "Matrix Telecom, Inc." only for the main billing account (header card) for each of the accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications and Comtel Telcom Assets LP d/b/a VarTec Telecom. **AT&T ILLINOIS** shall not be obligated, whether under this Amendment or otherwise, to make any other changes to **AT&T ILLINOIS** records with respect to those accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNAs and OCNs for those accounts shall not change from those previously used by Comtel Telcom Assets LP d/b/a Excel Telecommunications and Comtel Telcom Assets LP d/b/a VarTec Telecom with **AT&T ILLINOIS** for those accounts and the services and items provided and/or billed thereunder or under the Excel and VarTec Agreements.

3.2 Once this Amendment is effective, Matrix shall operate with **AT&T ILLINOIS** under the "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" name for those accounts previously billed Comtel Telcom Assets LP d/b/a Excel Telecommunications and Comtel Telcom Assets LP d/b/a VarTec Telecom. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with "Matrix Telecom, Inc."

3.3 Matrix is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Matrix, or by **AT&T ILLINOIS** on behalf of Matrix, for updating billing accounts previously billed to Comtel Telcom Assets LP d/b/a Excel Telecommunications or Comtel Telcom Assets LP d/b/a VarTec Telecom.

4. The Parties agree to add the following company codes to the Agreement.

ACNA "EXL," "VRT"

OCN "7984," "9707," and "000A"

5. The Parties agree to delete and replace in its entirety Section 30.10 of Article XXX Miscellaneous with the following:

30.10. Notices

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

30.10.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

30.10.1.2 delivered by facsimile provided CLEC and/or **AT&T ILLINOIS** has provided such information in Section 30.10.3 below.

30.10.1.3 delivered by electronic mail (email) provided CLEC and/or **AT&T ILLINOIS** has provided such information in Section 30.10.3 below.

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

30.10.2.1 the date of actual receipt;

- 30.10.2.2 the next Business Day when sent via express delivery service;
- 30.10.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 30.10.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 30.10.2.5 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 to CLEC by AT&T ILLINOIS.

30.10.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Senior Director, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	<a href="mailto:avalencia@impacttelecom.com">avalencia@impacttelecom.com</a>
NOTICE CONTACT	ADDITIONAL CLEC CONTACT
NAME/TITLE	Contracts Management
STREET ADDRESS	433 E. Las Colinas Blvd., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1900
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	<a href="mailto:contracts@impacttelecom.com">contracts@impacttelecom.com</a>

	AT&T ILLINOIS CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

- 30.10.4 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 30.10. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated

contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

30.10.5 **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.

30.10.6 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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.

# AT&T Wholesale Amendment



## AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND



MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A IMPACT  
TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX  
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A  
MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC  
COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, INC.  
D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A  
MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A  
MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC  
COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A  
STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES  
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL  
COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A AMERITEL D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATION  
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES  
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM

Signature: eSigned - Doug FunschName: eSigned - Doug Funsch  
(Print or Type)Title: Chief Revenue Officer  
(Print or Type)Date: 27 Jun 2017

Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatele d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatele d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Ameritel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom

Signature: eSigned - William BockelmanName: eSigned - William Bockelman  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 27 Jun 2017

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,7984	8015,9528	3995
ARKANSAS	3051,4909,7984	9797	5569,9103
CALIFORNIA	3051,4909,7984	243A,9873	0746
FLORIDA	3051,4909,7984	5674,9454	3840

GEORGIA	3051,4909,7984	398A,8058	0155
ILLINOIS	3051,4909,7984	000A,9707	3259
INDIANA	3051,4909,7984	621A,9497	1523
KANSAS	3051,4909,7984	9455	5082,5675
KENTUCKY	3051,4909,7984	9357,9851	0327
LOUISIANA	3051,4909,7984	9823,9917	0123
MICHIGAN	3051,4909,7984	9458,9559	0333
MISSISSIPPI	3051,4909,7984	9393,9798	3327
MISSOURI	3051,4909,7984	3442	0326,5676
NEVADA	3051,4909,7984	9358,9460	2165
NORTH CAROLINA	3051,4909,7984	5957,9462	5558
OHIO	3051,4909,7984	9463,9824	5436
OKLAHOMA	3051,4909,7984	9464	5275,5906
SOUTH CAROLINA	3051,4909,7984	8016,9514	3326
TENNESSEE	3051,4909,7984	170A,9651	5468
TEXAS	3051,4909,7984	2897	3036,5167
WISCONSIN	3051,4909,7984	9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
MATRIX TELECOM, INC., MATRIX TELECOM, INC. D/B/A EXCEL TELECOMMUNICATIONS, MATRIX  
TELECOM, INC. AND D/B/A VARTEC TELECOM  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A  
AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE  
COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE  
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T  
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN**

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

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

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

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

**WHEREAS**, the Parties desire to add rates and provisions related to Transit Traffic Services, modify certain provisions related to Termination of Agreement After Initial Term Expiration, and

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

**WHEREAS**, Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom has changed its name to “Matrix Telecom, LLC” in the states of Alabama, California, Georgia, Kansas, Louisiana, Missouri, Nevada, North Carolina, Oklahoma, South Carolina and Wisconsin, to “Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications” in the state of Arkansas, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the states of Florida and Indiana, to “Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Illinois, to “Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Kentucky, to Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies in the state of Tennessee, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Michigan, to “Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom” in the state of

Mississippi, to “Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom” in the state of Ohio and to “Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications in the state of Texas (collectively “Matrix”), and wishes to reflect those name changes 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A – Listing of Interconnection Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services in the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin Only**
  - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.
3. **Intercarrier Compensation in the States of California, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Michigan, Mississippi, Nevada, North Carolina, Ohio, South Carolina, Tennessee, Texas and Wisconsin Only**
  - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
  - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. **Customer Information Services (CIS)**
  - 5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
  - 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.
  - 5.3. **Add the following provisions to the Attachment or Appendix for Resale**
    - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC’s End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
    - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC’s location and its End Users’ service locations.
    - CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

## 6. Name Change

- 6.1 The Agreement is hereby amended to reflect the name change from "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" to "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom".
- 6.2 AT&T shall reflect that name change from "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" to "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom" only for the main billing account (header card) for each of the accounts previously billed to "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom". AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Matrix affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by "Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom" with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 6.3 Once this Amendment is effective, Matrix shall operate with AT&T under the "Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Excel Telecommunications, Matrix Telecom, LLC d/b/a VarTec Telecom" name for those accounts. Such operation shall include, by way of example only, submitting orders under Matrix, and labeling (including re-labeling) equipment and facilities with Matrix. Any change in Matrix's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Matrix's name is changing, and no Matrix Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Matrix Name Change under this Section. For any Matrix Name Change, Matrix is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Matrix must submit the appropriate service request to AT&T to update Matrix's name on all applicable billing accounts (BANs), and Matrix is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Matrix desire to change its name on individual circuits and/or End User records, Matrix must submit the appropriate service request(s) to AT&T to update Matrix's name on individual circuits and/or End User records, and Matrix is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

7. The Parties agree to add Resale OCN "4909" to the Agreement for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

8. The Parties agree to terminate the VarTec Telecom, Inc, interconnection agreements for the states of Alabama, Florida, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.
9. **Notices in the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin Only**

- 9.1 The Parties agree to replace Section N from the Agreement with the following language where N equals 15. In Arkansas and Oklahoma, 29.14 in California, 30.10 in Illinois, Indiana, Michigan, Ohio and Wisconsin, 15.0 in Kansas and Missouri, 17. In Nevada and 19 in Texas:

**N. Notices**

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.

- N.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Boulevard, Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.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
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\*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
11. 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.
12. 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.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

15. 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.
16. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Previous Legal Name</b>	<b>CARRIER New Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a	Interconnection	4/25/03

	Telecom	Trinsic Communications d/b/a VarTec Telecom		
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	7/18/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	8/11/03
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec	Matrix Telecom, LLC	Interconnection	10/26/05

	Telecom			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, Inc.	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global	Interconnection	3/26/03

	Telecom	Communications d/b/a Trinsic Communications d/b/a VarTec Telecom		
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Ameritel d/b/a Clear Choice Communications d/b/a Excel Telecommunication d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection	4/18/02

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

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**1.0 INTRODUCTION**

- 1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.
- 1.2 OS/DA:
- 1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:
- 1.2.1.1 CLEC's own physical Switches; or
- 1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.
- 1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:
- 1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.
- 1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).
- 1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.
- 1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.
- 1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.
- 1.3 Listings:
- 1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

**2.0 DEFINITIONS**

- 2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.
- 2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.
- 2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

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

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

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

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

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

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

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

## 4.0 LISTINGS

### 4.1 General Provisions:

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

### 4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

#### 4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

#### 4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

#### 4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

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

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

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

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

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale



PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
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 - Initial/Subsequent Load - per trunk group				NA	\$800.00	\$800.00	per trunk group
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per state, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per state, per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA	NA	per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA	NA	per work second
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$0.06	NA	NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services				See IL. C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					N/A	N/A	Flat Rate Discount for Resale
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount for Resale
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale



PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	NA	NA	Flat Rate Discount for Resale
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	KY	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.79% (Res) 15.54% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	LA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge See Tariffs and / or Service Guidebook
6	LA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU
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	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	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 - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
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	Operator Services 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 LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUOB		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	MS	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	MS	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	420.00	420.00	OCN



PRICING SHEETS  
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU
6	NV	DIRECTORY ASSISTANCE	Directory Assistance, per call				\$0.40	NA		per call
6	NV	DIRECTORY ASSISTANCE	National Directory Assistance (NDA), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Reverse Directory Assistance (RDA), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Business Category Search (BCS), per call				\$0.65	NA		per call
6	NV	DIRECTORY ASSISTANCE	Express Call Completion / Directory Assistance Call Completion, per call				0.15	NA		per call
6	NV	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listing Services - Lata-Wide Call Completion - Rate per MOU for each completed ECCS call				\$ 0.0120	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per DA call				\$0.03	NA		per call
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	switch, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		state, per OCN
6	NV	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00		state, per OCN
6	NV	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				0.15	NA		call
6	NV	OPERATOR CALL PROCESSING	Operator Assisted Call processing - All Types, per work second				\$0.03	NA		work second
6	NV	BRANDING - DIRECTORY ASSISTANCE	Brand and Reference/Rate Look Up, per OA call				\$0.03	NA		per call
6	NV	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	NV	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				18.05%	N/A	N/A	Flat Rate Discount for Resale
6	NV	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				18.05%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				NA	\$ 0.040		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)- per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	Flat Rate Discount for Resale
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing					0.04		listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement [DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)				N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)							OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale



PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS  
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
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) / where 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	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount for Resale
6	WI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

# AT&T Wholesale Amendment

**AMENDMENT****BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC**



TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A  
TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX  
TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A  
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM  
D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC  
D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A  
MATRIX BUSINESS TECHNOLOGIES D/B/A/ TRINSIC  
COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A  
STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES  
D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL  
COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM

Signature: eSigned - Douglas FunschSignature: eSigned - William BockelmanName: eSigned - Douglas Funsch  
(Print or Type)Name: eSigned - William Bockelman  
(Print or Type)Title: Chief Revenue Officer  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 26 Sep 2017Date: 26 Sep 2017

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications; Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,7984, 778B	8015,9528, 230D	3995
ARKANSAS	3051,4909,7984, 778B	9797, 044E	5569,9103
CALIFORNIA	3051,4909,7984, 778B	243A, 9873, 864C	0746, 7379
FLORIDA	3051,4909,7984, 778B	5674,9454, 839B	3840
GEORGIA	3051,4909,7984, 778B	398A, 8058, 433C	0155
ILLINOIS	3051,4909,7984, 778B	000A,9707, 025C	3259
INDIANA	3051,4909,7984, 778B	621A, 9497, 251C	1523
KANSAS	3051,4909,7984, 778B	9455, 520D	5082,5675
KENTUCKY	3051,4909,7984, 778B	9357,9851, 939B	0327
LOUISIANA	3051,4909,7984, 778B	9823,9917, 232E	0123
MICHIGAN	3051,4909,7984, 778B	9458,9559, 841B	0333
MISSISSIPPI	3051,4909,7984, 778B	9393,9798, 941B	3327
MISSOURI	3051,4909,7984, 778B	3442. 236D	0326,5676
NEVADA	3051,4909,7984, 778B	9358,9460, 237D	2165, 2817
NORTH CAROLINA	3051,4909,7984, 778B	5957,9462, 945D	5558
OHIO	3051,4909,7984, 778B	9463,9824, 943B	5436
OKLAHOMA	3051, 778B	783D	5275
SOUTH CAROLINA	3051,4909,7984, 778B	8016,9514, 362D	3326
TENNESSEE	3051,4909,7984, 778B	170A,9651, 784D	5468
TEXAS	3051,4909,7984, 778B	2897, 600C	3036,5167, 129G, 7715
WISCONSIN	3051,4909,7984, 778B	9175,9800, 844B	2133

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA



## AMENDMENT TO THE AGREEMENT BETWEEN

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A STARTEC GLOBAL COMMUNICATIONS; MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES; MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC GLOBAL COMMUNICATIONS D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Matrix as shown in the attached Exhibit A. AT&T and Matrix are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T and Matrix are Parties to the Agreements as shown in the attached Exhibit A; and

Matrix

**WHEREAS**, Matrix represents that it acquired the assets of TNCI Operating Company LLC ("TNCI") in the states of Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin including those associated with TNCI's ACNA and OCNs.

**WHEREAS**, with Matrix's acquisition of TNCI, Matrix desires to continue to purchase services from AT&T-21 STATE under the Agreements as shown in the attached Exhibit A and seeks to terminate the TNCI Interconnection Agreements.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Exhibits immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The TNCI Interconnection Agreements shall terminate upon the Effective Date of this Amendment, and for avoidance of doubt, Matrix has assumed all of the liabilities and obligations of TNCI including all charges previously assessed against TNCI's ACNA and OCNs prior to the Effective Date of this Amendment and shall also be responsible for all AT&T-21 STATE charges associated with the products and services purchased under this Agreement, including such product and services associated with ACNA RNA and the state specific OCNs as depicted in the matrix below starting on and continuing after the Effective Date.

STATE	OCN CLASS	OCN
All 21	RESALE	778B
Alabama	ULEC	230D
Arkansas	ULEC	044E
California	CLEC	7379
	ULEC	864C
Florida	ULEC	839B
Georgia	ULEC	433C
Illinois	ULEC	025C
Indiana	ULEC	251C
Kansas	ULEC	520D
Kentucky	ULEC	939B
Louisiana	ULEC	232E
Michigan	ULEC	841B
Mississippi	ULEC	941B
Missouri	ULEC	236D
Nevada	ULEC	237D
	CLEC	2817
North Carolina	ULEC	945D
Ohio	ULEC	943B
Oklahoma	ULEC	783D
South Carolina	ULEC	362D
Tennessee	ULEC	784D

Texas	CLEC	129G
	CLEC	7715
	ULEC	600C
Wisconsin	ULEC	844B

3. Notwithstanding any provision or interpretation of the Agreement, Matrix certifies that it will be operating under and submitting its orders with the additional Access Customer Name Abbreviation ("ACNA") of "RNA", which has been issued by iconectiv, and the additional Operating Company Numbers ("OCNs") of "025C, 044E, 129G, 230D, 232E, 236D, 237D, 251C, 2817, 362D, 433C, 520D, 600C, 7715, 7379, 778B, 783D, 784D, 839B, 841B, 844B, 864C, 939B, 941B, 943B and 945D", which have been issued by National Exchange Carrier Association Inc ("NECA") for Matrix. Matrix also certifies and represents that it is duly authorized to use the ACNA listed above, and that all charges due under this Agreement for orders submitted by Matrix using this ACNA will be the responsibility of Matrix. Matrix shall provide the ACNA via the CLEC Profile within thirty (30) calendar days of the Effective Date. Matrix shall provide the Access Service Requests (ASRs) or Local Service Requests (LSRs), as required, to update the ACNA within thirty (30) calendar days of the Effective Date. Matrix shall not order products or services under this Agreement utilizing the ACNA listed above until both (a) the CLEC Profile is in "Completed" status for the addition of the new ACNA listed above, and (b) Matrix has submitted ASRs or LSRs and they have successfully posted as set forth in this Section.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Interconnection	4/3/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC	Interconnection	5/6/03
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	7/21/03
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Interconnection	5/28/03
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	4/25/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC	Interconnection	7/17/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Interconnection	7/7/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC	Interconnection	8/11/03

AT&T ILEC ("AT&T")	CARRIER New Legal Name	Contract Type	Approval Date
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC	Interconnection	4/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Interconnection	6/2/03
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Interconnection	10/26/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Interconnection	8/22/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Interconnection	1/24/07
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a/ Trinsic Communications	Interconnection	9/20/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	8/9/00
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	1/23/03

Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/26/03
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection	3/10/04
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Interconnection	4/14/03
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC	Interconnection	10/11/03
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Interconnection	4/18/02

# AT&T Wholesale Amendment

**AMENDMENT****BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX**





TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A  
VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX  
BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC  
COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX  
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM,  
MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A  
MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM,  
MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS,  
MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC  
TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX  
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL  
EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC  
COMMUNICATIONS D/B/A VARTEC TELECOM

Signature: eSigned - Charles GriffinName: eSigned - Charles Griffin  
(Print or Type)Title: CEO & President  
(Print or Type)Date: 06 Nov 2018

Matrix Telecom, LLC, Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Excel Communications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Trinsic Communications, Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom, Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a PHONE SAVE d/b/a Trinsic Communications d/b/a Vartec Telecom

Signature: eSigned - William BockelmanName: eSigned - William Bockelman  
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)Date: 06 Nov 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,778B,7984	230D,8015,9528	3995
ARKANSAS	3051,4909,778B,7984	044E,9797	5569,9103
CALIFORNIA	3051,4909,778B,7984	243A,864C,9873	0746
FLORIDA	3051,4909,778B,7984	5674,839B,9454	3840
GEORGIA	3051,4909,778B,7984	398A,433C,8058	0155
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
INDIANA	3051,4909,7984	621A,9497	1523
KANSAS	3051,4909,778B,7984	520D,9455	5082,5675
KENTUCKY	3051,4909,778B,7984	232E,9357,9851	0327
LOUISIANA	3051,4909,778B,7984	232E,9823,9917	0123
MICHIGAN	3051,4909,778B,7984	841B,9458,9559	0333
MISSOURI	3051,4909,778B,7984	236D,3442	0326,5676
NEVADA	3051,4909,778B,7984	237D,9358,9460	2165
NORTH CAROLINA	3051,4909,778B,7984	5957,945D,9462	5558
OHIO	3051,4909,778B,7984	943B,9463,9824	5436
OKLAHOMA	3051,4909,778B,7984	783D,9464	5275,5906
SOUTH CAROLINA	3051,4909,778B,7984	362D,8016,9514	3326
TENNESSEE	3051,4909,778B,7984	170A,784D,9651	5468
TEXAS	3051,4909,778B,7984	2897,600C	3036,5167
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ, EXL, VRT, RNA

## AMENDMENT TO THE AGREEMENT BETWEEN

MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM

## AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

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

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

**WHEREAS**, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

**WHEREAS**, CLEC has changed its legal name and wishes to reflect that name change 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. The Agreements are hereby amended to reflect the name change from CLEC's Previous Legal Name to CLEC's New Legal Name as shown in Exhibit A.
3. AT&T shall reflect that name change from CLEC's Previous Legal Name to "CLEC's New Legal Name" only for the main billing account (header card) for each of the accounts previously billed to CLEC's Previous Legal Name. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under CLEC's New Legal Name for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC's New Legal Name and labeling (including re-labeling) equipment and facilities with CLEC's New Legal Name. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. For the State of Wisconsin, the Parties agree replace Section 33.11.1 from Article XXXIII (OSS) -Operations Support Systems of the Agreement with the following language:

**33.11 Data Connection Security Requirements**

**33.11.1** CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

**33.11.1.1** CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

6. For the State of Texas, the Parties agree to replace Section 8.1 from Appendix XIV Operations Support System (OSS) of the Agreement with the following language:

**8. Data Connection Security Requirements**

**8.1** CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 8 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

8.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

7. For the State of California, the Parties agree to replace Section 1.10 from the Appendix OSS – Resale & UNE with the following language:

1.10 **Data Connection Security Requirements.** CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 1 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

1.11 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

8. For the States of Kansas, Missouri, Nevada, Oklahoma, Arkansas, the Parties agree to replace Section 9.1 from the OSS – Operations Support Systems Attachment in the Kansas Agreement, Section 9.1 from the OSS Resale & UNE Appendix in the Nevada Agreement, Section 9.1 from Access to Operations Support System (OSS) in the Arkansas, Missouri and Oklahoma Agreements, with the following language:

**9.0 Data Connection Security Requirements**

9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 9 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

9. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add the following language:

**OSS.1 Data Connection Security Requirements**

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

10. For the States of Indiana, Michigan, Ohio, the Parties agree to add the following language to Article XXXIII Operational Support Systems in the Agreement:

**OSS.1 Data Connection Security Requirements**

- OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

11. For the State of Illinois, the Parties agree to add the following language to Schedule 9.2.6 Operations Support Systems Functions in the Agreement:

**4.0 Data Connection Security Requirements**

- 4.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 4 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
- 4.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

12. The Parties agree to replace Section N from the Agreements with the following language:

**N. Notices**

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.1.1 delivered by electronic mail (email).
  - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
  - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
  - N.3.1 the date of actual receipt.
  - N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
  - N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	433 E. Las Colinas Boulevard., Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750
EMAIL ADDRESS	avalencia@impacttelecom.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

13. 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.

14. 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.
15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. 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.
18. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

**Exhibit A**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CLEC Legal Name</b>	<b>New CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC		Interconnection Agreement	5/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	7/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications	Interconnection Agreement	5/28/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/25/2003
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC d/b/a Matrix Business Technologies also d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	3/7/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC		Interconnection Agreement	8/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC d/b/a Matrix Business Technologies	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/29/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Matrix Business Technologies	Matrix Telecom, LLC	Interconnection Agreement	6/2/2003
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	8/9/2000
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection Agreement	1/23/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	3/26/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Startec Global Communications d/b/a Trinsic Communications d/b/a VarTec Telecom			
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	3/10/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA,	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Interconnection Agreement	10/11/2003
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Startec Global Communications	Matrix Telecom, LLC	Interconnection Agreement	4/3/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Trinsic Communications	Interconnection Agreement	10/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec	Interconnection Agreement	8/22/2005

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Telecom		
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Interconnection Agreement	1/24/2007
Southwestern Bell Telephone Company d/b/a and AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom	Interconnection Agreement	4/14/2003

**AMENDMENT****BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**MATRIX TELECOM, LLC; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL COMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS; MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A EXCEL TELECOMMUNICATIONS D/B/A LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC**



**COMMUNICATIONS D/B/A STARTEC D/B/A VARTEC TELECOM;  
MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS  
D/B/A D/B/A LINGOCOMM D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A  
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A  
VARTEC TELECOM; MATRIX TELECOM, INC. D/B/A CLEAR  
CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A LINGO  
D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A  
TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX  
TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS; MATRIX  
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A LINGO D/B/A VARTEC  
TELECOM; MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A  
VARTEC TELECOM D/B/A EXCEL TELECOMMUNICATIONS AND  
LINGO; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
IMPACT TELECOM D/B/A LINGO D/B/A MATRIX BUSINESS  
TECHNOLOGIES COMMUNICATIONS D/B/A TRINSIC  
COMMUNICATIONS D/B/A VARTEC TELECOM; MATRIX  
TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A LINGOCOMM D/B/A  
MATRIX BUSINESS TECHNOLOGIES COMMUNICATIONS D/B/A  
VARTEC TELECOM; MATRIX TELECOM, LLC D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A VARTEC TELECOM; MATRIX TELECOM,  
INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC**

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**COMMUNICATIONS D/B/A LINGOCOMM; MATRIX TELECOM, LLC  
D/B/A LINGO; MATRIX TELECOM, LLC D/B/A CLEAR CHOICE  
COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A  
INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A  
LINGO D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE  
SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM**

Signature: eSigned - Chuck GriffinSignature: eSigned - Kristen ShoreName: eSigned - Chuck Griffin  
(Print or Type)Name: eSigned - Kristen Shore  
(Print or Type)Title: CEO  
(Print or Type)Title: AVP Regulatory  
(Print or Type)Date: 09 Sep 2020Date: 09 Sep 2020

Matrix Telecom, LLC; Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a Vartec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Communications d/b/a Impact Telecom d/b/a Trinsic Communications; Matrix Telecom, LLC d/b/a Americatel d/b/a Excel Telecommunications d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Startec d/b/a Vartec Telecom; Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a d/b/a Lingocomm d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom; Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent



Communications d/b/a VarTec Telecom; Matrix  
 Telecom, Inc. d/b/a Clear Choice Communications  
 d/b/a Excel Telecommunications d/b/a Impact  
 Telecom d/b/a Lingo d/b/a Matrix Business  
 Technologies d/b/a Startec d/b/a Trinsic  
 Communications d/b/a VarTec Telecom; Matrix  
 Telecom, LLC d/b/a Trinsic Communications; Matrix  
 Telecom, LLC d/b/a Clear Choice Communications  
 d/b/a Excel Telecommunications d/b/a Lingo d/b/a  
 VarTec Telecom; Matrix Telecom, LLC d/b/a Matrix  
 Business Technologies d/b/a Trinsic  
 Communications d/b/a VarTec Telecom d/b/a Excel  
 Telecommunications and Lingo; Matrix Telecom,  
 LLC d/b/a Clear Choice Communications d/b/a Excel  
 Telecommunications d/b/a Impact Telecom d/b/a  
 Lingo d/b/a Matrix Business Technologies  
 Communications d/b/a Trinsic Communications d/b/a  
 VarTec Telecom; Matrix Telecom, LLC d/b/a Clear  
 Choice Communications d/b/a Excel  
 Telecommunications d/b/a Lingocomm d/b/a Matrix  
 Business Technologies Communications d/b/a  
 VarTec Telecom; Matrix Telecom, LLC d/b/a Excel  
 Telecommunications d/b/a Matrix Business  
 Technologies d/b/a VarTec Telecom; Matrix Telecom,  
 Inc. d/b/a Matrix Business Technologies d/b/a Trinsic  
 Communications d/b/a LINGOCOMM; Matrix  
 Telecom, LLC d/b/a Lingo; Matrix Telecom, LLC d/b/a  
 Clear Choice Communications d/b/a Excel  
 Telecommunications d/b/a International Exchange  
 Communications Inc. d/b/a Lingo d/b/a Matrix  
 Business Technologies d/b/a Phone Save d/b/a  
 Trinsic Communications d/b/a VarTec Telecom

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	3051,4909,778B,7984	230D,8015,9528	3995
ARKANSAS	3051,4909,778B,7984	044E,9797	5569,9103
CALIFORNIA	3051,4909,778B,7984	243A,864C,9873	0746
FLORIDA	3051,4909,778B,7984	5674,839B,9454	3840
GEORGIA	3051,4909,778B,7984	398A,433C,8058	0155
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
INDIANA	3051,4909,778B,7984	251C,621A,9497	1523
KANSAS	3051,4909,778B,7984	520D,9455	5082,5675
KENTUCKY	3051,4909,778B,7984	939B,9357,9851	0327
LOUISIANA	3051,4909,778B,7984	232E,9823,9917	0123

MICHIGAN	3051,4909,778B,7984	841B,9458,9559	0333
MISSISSIPPI	3051,4909,778B,7984	9393,941B,9798	3327
MISSOURI	3051,4909,778B,7984	236D,3442	0326,5676
NEVADA	3051,4909,778B,7984	237D,9358,9460	2165
NORTH CAROLINA	3051,4909,778B,7984	5957,945D,9462	5558
OHIO	3051,4909,778B,7984	943B,9463,9824	5436
OKLAHOMA	3051,4909,778B,7984	783D,9464	5275,5906
SOUTH CAROLINA	3051,4909,778B,7984	362D,8016,9514	3326
TENNESSEE	3051,4909,778B,7984	170A,784D,9651	5468
TEXAS	3051,4909,778B,7984	2897,600C	3036,5167
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT,RNA

## **AMENDMENT TO THE AGREEMENT**

### **BETWEEN**

**MATRIX TELECOM, LLC, MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A EXCEL COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, INC. D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A STARTEC D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A TRINSIC COMMUNICATIONS, MATRIX TELECOM, LLC D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A IMPACT TELECOM D/B/A TRINSIC COMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A VARTEC TELECOM, MATRIX TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A INTERNATIONAL EXCHANGE COMMUNICATIONS INC. D/B/A MATRIX BUSINESS TECHNOLOGIES D/B/A PHONE SAVE D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM**

### **AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the “Amendment”) amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit B.

**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**, CLEC has updated its notice contact information and changed its name and wishes to reflect those changes as set forth herein; 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 Agreement is hereby amended to reflect the name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name”.
3. AT&T shall reflect that name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” only for the main billing account (header card) for each of the accounts previously billed to CLEC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under “CLEC’s New Legal Name” for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC’s New Legal Name, and labeling (including re-labeling) equipment and facilities with CLEC’s New Legal Name. Any change in CLEC’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only CLEC’s name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC’s name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC’s name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. CLEC desires to update its notices contact info as listed below:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Valencia Vice President, Government Affairs & Compliance
STREET ADDRESS	400 E. Las Colinas Boulevard, Suite 500
CITY, STATE, ZIP CODE	Irving, TX 75039
PHONE NUMBER*	(972) 910-1720
FACSIMILE NUMBER	(866) 418-9750

EMAIL ADDRESS	Alex.Valencia@lingo.com
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6. 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. 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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

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

### **4.0 RESPONSIBILITIES OF PARTIES**

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

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

## **5.0 BILLING AND PAYMENT OF RATES AND CHARGES**

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

Attachment.

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

## **6.0 ANCILLARY SERVICES**

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

## **7.0 SUSPENSION OF SERVICE**

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

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit 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

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IL	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
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCB A	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBF	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS0, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2



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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAS	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Subsequent Order	EE7JX, EE7KX, EE7LX	NKCAT	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAU	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR manual, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAV	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCB A	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB B	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB C	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB D	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB E	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB F	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB G	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB H	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB J	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB K	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCBL	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCBM	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCBN	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS I to Voice, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX	NKCBT	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX	NKCBU	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, Install	EE7MX	NKCBV	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, Collocated, Add'l, Disconnect	EE7MX	NKCBW	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
KY	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	



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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit 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

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB++, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	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	



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
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
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 4 [DISCONNECT]	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4 [DISCONNECT]	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	



Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4 [DISCONNECT]	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
MS	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URESL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	2

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7I+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7I+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7I+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	1

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE71+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE71+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 1			1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 2			2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 3			3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 1	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 2	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 3	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	CCDSO	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AEE1S	
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 4-wire		C2CB4	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 1	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 2	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 3	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 1		UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 2		UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 3		UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 1	B1L++, R1L++, LK1, L56++, L2DC	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 2	B1L++, R1L++, LK1, L56++, L2DC	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 3	B1L++, R1L++, LK1, L56++, L2DC	UXRA5	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 1	BDL++	UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 2	BDL++	UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 3	BDL++	UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX15	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1S	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3S	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX82	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX18	



Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (CESAR/LEX - Simple)			

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - DS3 to Collocation - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - D366DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access AreaC)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3



Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URESL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEAL2)	UEANL	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 (USOC=UEAL2)	UEANL	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 (USOC=UEAL2)	UEANL	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 (USOC=UEASL)	UEANL	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2



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State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�)	UEA	<b>SOMAN</b>	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES L)	UEA	<b>SOMAN</b>	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	<b>SOMAN</b>	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	<b>SOMAN</b>	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	<b>SOMAN</b>	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES)	UEA	<b>SOMAN</b>	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES)	UEA	<b>SOMAN</b>	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	<b>SOMAN</b>	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	<b>SOMAN</b>	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	<b>SOMAN</b>	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	<b>SOMAN</b>	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	<b>SOMAN</b>	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	<b>SOMAN</b>	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	<b>SOMAN</b>	3

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	<b>SOMAN</b>	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	<b>SOMAN</b>	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	<b>SOMAN</b>	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	<b>SOMAN</b>	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	<b>SOMAN</b>	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	<b>SOMAN</b>	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	<b>SOMAN</b>	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1



## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

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

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	

## Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	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**

<b>AT&amp;T ILEC ("AT&amp;T")</b>	<b>CLEC Legal Name</b>	<b>New CLEC Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Matrix Telecom, LLC		Interconnection Agreement	5/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a Vartec Telecom	Interconnection Agreement	7/21/2003
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Communications d/b/a Impact Telecom d/b/a Trinsic Communications	Interconnection Agreement	5/28/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Americatel d/b/a Excel Telecommunications d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a	Interconnection Agreement	4/25/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Startec d/b/a Vartec Telecom		
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a d/b/a Lingocomm d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom,	Interconnection Agreement	7/18/2003
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a ExcelTelecommunications d/b/a Impact Telecom d/b/a VarTec Telecom	Matrix Telecom, LLC	Interconnection Agreement	7/7/2003
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Matrix Telecom, LLC		Interconnection Agreement	8/11/2003
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom		Interconnection Agreement	4/29/2003
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Matrix Telecom, LLC		Interconnection Agreement	6/2/2003
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a	Matrix Telecom, Inc. d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo	Interconnection Agreement	8/9/2000



AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom		
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Matrix Telecom, LLC		Interconnection Agreement	1/23/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Matrix Telecom, LLC		Interconnection Agreement	3/26/2003
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Lingo d/b/a VarTec Telecom	Interconnection Agreement	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Matrix Telecom, LLC d/b/a Americatel d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Startec d/b/a Trinsic Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Excel Telecommunications and Lingo	Interconnection Agreement	3/10/2004
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Trinsic d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Lingo d/b/a Matrix Business Technologies	Interconnection Agreement	10/11/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
		Communications d/b/a Trinsic Communications d/b/a VarTec Telecom		
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Lingocomm d/b/a Matrix Business Technologies Communications d/b/a VarTec Telecom	Interconnection Agreement	4/3/2006
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Matrix Telecom, LLC d/b/a Trinsic Communications		Interconnection Agreement	10/26/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a VarTec Telecom		Interconnection Agreement	8/22/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Matrix Telecom, LLC d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom	Matrix Telecom, Inc. d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a LINGOCOMM	Interconnection Agreement	1/24/2007
Southwestern Bell Telephone Company d/b/a and AT&T TEXAS	Matrix Telecom, LLC d/b/a Excel Telecommunications d/b/a Impact Telecom d/b/a Matrix Business Technologies d/b/a Trinsic Communications	Matrix Telecom, LLC d/b/a Lingo	Interconnection Agreement	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a International	Matrix Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel	Interconnection Agreement	4/14/2003

AT&T ILEC ("AT&T")	CLEC Legal Name	New CLEC Legal Name	Contract Type	Approval Date
	Exchange Communications Inc. d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom	Telecommunications d/b/a International Exchange Communications Inc. d/b/a Lingo d/b/a Matrix Business Technologies d/b/a Phone Save d/b/a Trinsic Communications d/b/a VarTec Telecom		



AT&T Wholesale  
M41654@att.com

**VIA ELECTRONIC MAIL**

November 18, 2020

Alex Valencia  
Vice President, Government Affairs & Compliance  
Matrix Telecom, Inc.; Matrix Telecom, LLC  
433 E. Las Colinas Boulevard, Suite 500  
Irving, TX 75039

Re: Correction to Operator Call Processing rates for the Local Wholesale Complete Commercial ("LWC") Agreement ("LWC Agreement") between Matrix Telecom, Inc.; Matrix Telecom, LLC (Matrix Telecom) and BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T")

Dear Alex Valencia:

AT&T is sending Notice of a change affecting its Local Wholesale Complete ("LWC") Operator Call Processing rates. The Price Sheet associated with your recent LWC extension amendment may have shown a change in the per unit price associated with Operator Call Processing rates. Please be advised, that the rate associated with the factors below will not change. The rate will remain at your previously contracted rate, which is:

LWC	OPERATOR CALL PROCESSING	Operated Services-Fully Automated Call Processing (Per Completed automated call)	\$0.15	Per completed call
LWC	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)	\$0.03	Per work second

Should you have any questions or need further information, please contact your assigned AT&T Negotiator Patrick McArthur at (214) 208-5795 or pm0351@us.att.com.

AT&T values Matrix Telecom as a customer and looks forward to continuing to serve Matrix Telecom's business needs.

Sincerely,

*Notices Manager*

**AMENDMENT**

**BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,  
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**LINGO TELECOM, LLC D/B/A CLEAR CHOICE COMMUNICATIONS  
D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX BUSINESS  
TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC  
TELECOM D/B/A IMPACT TELECOM D/B/A STARTEC D/B/A LINGO  
D/B/A LINGO COMMUNICATIONS, LINGO TELECOM, LLC**

Signature: eSigned - Alex ValenciaSignature: eSigned - Kristen E. ShoreName: eSigned - Alex Valencia  
(Print or Type)Name: eSigned - Kristen E. Shore  
(Print or Type)Title: Chief Compliance Officer  
(Print or Type)Title: AVP- Regulatory  
(Print or Type)Date: 22 Oct 2022Date: 31 Oct 2022

Lingo Telecom, LLC d/b/a Clear Choice  
 Communications d/b/a Excel  
 Telecommunications d/b/a Matrix Business  
 Technologies d/b/a Trinsic Communications  
 d/b/a VarTec Telecom d/b/a Impact Telecom  
 d/b/a Startec d/b/a Lingo d/b/a Lingo  
 Communications, Lingo Telecom, LLC

Illinois Bell Telephone Company, LLC d/b/a AT&T  
 ILLINOIS, Wisconsin Bell, Inc. d/b/a AT&T  
 WISCONSIN by AT&T Services, Inc., its authorized  
 agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	3051,4909,778B,7984	000A,025C,9707	3259
WISCONSIN	3051,4909,788B,7984	844B,9175,9800	2133

Description	ACNA Code(s)
ACNA(s)	ELZ,EXL,VRT,RNA

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN  
AND  
LINGO TELECOM, LLC  
D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX  
BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM D/B/A  
IMPACT TELECOM D/B/A STARTEC D/B/A LINGO D/B/A LINGO COMMUNICATIONS,  
LINGO TELECOM, LLC**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T Illinois, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") and Lingo Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Impact Telecom d/b/a Startec d/b/a Lingo d/b/a Lingo Communications; Lingo Telecom, LLC ("Lingo Telecom" or "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(s) of Illinois, Indiana, Michigan, Ohio and Wisconsin.

**WITNESSETH:**

**WHEREAS**, AT&T 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 May 24, 2000 in Illinois and February 26, 2003 in Wisconsin (the "Agreement"); and

**WHEREAS**, AT&T 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.

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 91<sup>st</sup> 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.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Illinois: 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.



## **AMENDMENT**

### **BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,  
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND  
AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A  
AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T  
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T  
OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN**

### **AND**

**MATRIX TELECOM, LLC, LINGO TELECOM, LLC, LINGO TELECOM,  
LLC D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL  
TELECOMMUNICATIONS D/B/A MATRIX BUSINESS TECHNOLOGIES  
D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM D/B/A  
IMPACT TELECOM D/B/A STARTEC D/B/A LINGO D/B/A LINGO  
COMMUNICATIONS, LINGO TELECOM, LLC D/B/A LINGO, LINGO  
TELECOM, LLC, D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A  
EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM D/B/A  
LINGO, LINGO TELECOM, LLC, D/B/A TRINSIC COMMUNICATIONS  
D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM D/B/A  
LINGO D/B/A BULLSEYE COMM (“LINGO”)**

Signature: eSigned - Alex ValenciaSignature: eSigned - Kristen E. ShoreName: eSigned - Alex Valencia  
(Print or Type)Name: eSigned - Kristen E. Shore  
(Print or Type)Title: Chief Compliance Officer  
(Print or Type)Title: AVP- Regulatory  
(Print or Type)Date: 15 Feb 2023Date: 16 Feb 2023

Matrix Telecom, LLC, Lingo Telecom, LLC, Lingo Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Impact Telecom d/b/a Startec d/b/a Lingo d/b/a Lingo Communications, Lingo Telecom, LLC d/b/a Lingo, Lingo Telecom, LLC, d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom d/b/a Lingo, Lingo Telecom, LLC, d/b/a Trinsic Communications d/b/a Excel Telecommunications d/b/a Vartec Telecom d/b/a Lingo d/b/a BullsEyeComm ("LINGO")

Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

## AMENDMENT TO THE AGREEMENT BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**MATRIX TELECOM, LLC, LINGO TELECOM, LLC, LINGO TELECOM, LLC  
D/B/A CLEAR CHOICE COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A MATRIX  
BUSINESS TECHNOLOGIES D/B/A TRINSIC COMMUNICATIONS D/B/A VARTEC TELECOM D/B/A  
IMPACT TELECOM D/B/A STARTEC D/B/A LINGO D/B/A LINGO COMMUNICATIONS, LINGO  
TELECOM, LLC D/B/A LINGO, LINGO TELECOM, LLC, D/B/A CLEAR CHOICE COMMUNICATIONS  
D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC TELECOM D/B/A LINGO, LINGO TELECOM,  
LLC, D/B/A TRINSIC COMMUNICATIONS D/B/A EXCEL TELECOMMUNICATIONS D/B/A VARTEC  
TELECOM D/B/A LINGO D/B/A BULLSEYECOMM (“LINGO”)**

This Amendment (“Amendment”) amends the Interconnection Agreements by and between each AT&T entity (collectively or as applicable, individually, AT&T) listed in each row of Column A of the attached Exhibit C and each Lingo entity (collectively or as applicable, individually, “CLEC”) listed in Column B of the same row of Exhibit C (collectively, “Interconnection Agreements”, or as applicable, individually, “Interconnection Agreement”). Each party is hereinafter referred to collectively as the “Parties” and individually as a “Party”.

**WHEREAS**, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the “Act”) and as subsequently amended; and

**WHEREAS**, The Parties desire to amend the Interconnection Agreement to modify certain rates that were inadvertently omitted from the Amendment - DS1/DS3 Transport dated August 22, 2022 (“Transport Amendment”); and

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

1. This Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet Exhibit A1. The rates in Exhibit A1 supersede the rates for the corresponding elements in the Pricing Schedule in the Interconnection Agreement. All other rates in the Transport Amendment remain unchanged.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Service set forth on the Pricing Schedule in Exhibit A1, 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 – Interconnection Agreements**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CLEC Legal Name</b>	<b>Approval Date</b>
<b>Column A</b>	<b>Column B</b>	<b>Column C</b>
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Matrix Telecom, LLC	4/3/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Lingo Telecom, LLC	10/11/2003
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Lingo Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a Matrix Business Technologies d/b/a Trinsic Communications d/b/a VarTec Telecom d/b/a Impact Telecom d/b/a Startec d/b/a Lingo d/b/a Lingo Communications d/b/a BullsEyeComm	8/9/2000
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Lingo Telecom, LLC	10/26/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Lingo Telecom, LLC	3/26/2003
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Lingo Telecom, LLC d/b/a Lingo	8/22/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Lingo Telecom, LLC d/b/a Clear Choice Communications d/b/a Excel Telecommunications d/b/a VarTec Telecom d/b/a Lingo	4/18/2002
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Lingo Telecom, LLC d/b/a Trinsic Communications d/b/a Excel Telecommunications d/b/a Vartec Telecom d/b/a Lingo d/b/a BullsEyeComm	3/10/2004
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Lingo Telecom, LLC	1/24/2007

AT&T ILEC ("AT&T")	CLEC Legal Name	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Lingo Telecom, LLC d/b/a Lingo	9/20/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Lingo Telecom, LLC	4/14/2003

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 2,700.00	\$ 260.00	\$ 161.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 12,225.00	\$ 1,372.00	\$ 813.00	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2024 - July 11 2025)		UXRA1	1	\$ 14.20	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2024 - July 11 2025)		UXRA2	2	\$ 15.70	\$ 105.70	\$ 69.40	
LWT	AR	AT&T LOCAL WHOLESALE TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2024 - July 11 2025)		UXRA3	3	\$ 15.70	\$ 105.70	\$ 69.40	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		\$ 494.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2024 - July 11 2025)				\$ 3.70			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		\$ 7,022.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2024 - July 11 2025)				\$ 70.80			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		\$ 3,833.10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		\$ 4,317.70			



Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVXA		\$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVXB		\$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVXC		\$ 4,130.10	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3XA		\$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3XB		\$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3XC		\$ 6,064.50	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 6.40	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 11.40	NA	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	\$ 77.84	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	\$ 155.68	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	\$ 778.40	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	\$ 61.17	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	\$ 122.34	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	\$ 611.70	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	\$ 70.29	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	\$ 140.58	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	\$ 702.90	\$ 136.65	\$ 78.80	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	\$ 2.30	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	\$ 4.60	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	\$ 23.00	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	\$ 894.82	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	\$ 1,789.64	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	\$ 8,948.20	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	\$ 714.96	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	\$ 1,429.92	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	\$ 7,149.60	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	\$ 768.45	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	\$ 1,536.90	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	\$ 7,684.50	\$ 158.10	\$ 97.75	first mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	\$ 26.26	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	\$ 52.52	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	\$ 262.60	NA	NA	additional mile
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 1,785.40	\$ 288.90	\$ 187.70	
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 5,397.40	\$ 1,736.35	\$ 1,202.10	
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1 (Effective July 12, 2024 - July 11 2025)		UXRA1	1	\$ 8.50	\$ 92.05	\$ 73.25	
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2 (Effective July 12, 2024 - July 11 2025)		UXRA2	2	\$ 9.70	\$ 92.05	\$ 73.25	
LWT	KS	AT&T LOCAL WHOLESale TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3 (Effective July 12, 2024 - July 11 2025)		UXRA3	3	\$ 11.50	\$ 92.05	\$ 73.25	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		\$ 4,203.60	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 6,218.20	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 103.30	NA	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1 (Effective July 12, 2024 - July 11 2025)		UXRQ1	1	\$ 184.50	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2 (Effective July 12, 2024 - July 11 2025)		UXRQ2	2	\$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3 (Effective July 12, 2024 - July 11 2025)		UXRQ3	3	\$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 2,994.00	\$ 29.85	\$ 17.90	
LWT	MO	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 10,680.70	\$ 980.20	\$ 924.15	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		\$ 484.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		\$ 27.60			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination) (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		\$ 5,590.50			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile) (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		\$ 535.80			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation (Effective July 12, 2024 - July 11 2025)				\$ 442.00			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation (Effective July 12, 2024 - July 11 2025)				\$ 442.00			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 / Voice Grade (Effective July 12, 2024 - July 11 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		\$ 3,988.30			
LWT	NV	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 / DS1 (Effective July 12, 2024 - July 11 2025)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		\$ 10,109.10			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		\$ 4,197.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 6.00	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 10.50	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 5,592.70	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 5,592.70	NA		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 2,742.40	\$ 178.12	\$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 9,487.60	\$ 895.90	\$ 522.41	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2024 - July 11 2025)	UBNTX	UCXHX		\$ 112.60	\$ 57.08	\$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2024 - July 11 2025)		UCXJX		\$ 385.50	\$ 70.78	\$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 3,735.30	\$ 29.00	\$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 4,830.90	\$ 41.71	\$ 20.01	



Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX1		\$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX2		\$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11 2025)	UB5++, UK1++	QMVX3		\$ 5,143.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X1		\$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X2		\$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, UK3++	QM3X3		\$ 7,102.60			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		\$ 7.80			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		\$ 14.40			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS		\$ 50.00	\$ 310.00	\$ 220.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS		\$ 16.80	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS		\$ 815.00	\$ 338.00	\$ 236.00	first mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS		\$ 118.00	NA	NA	additional mile
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		\$ 180.00	\$ 260.00	\$ 161.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		\$ 815.00	\$ 1,372.00	\$ 813.00	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	\$ 0.95	\$ 105.70	\$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	\$ 1.05	\$ 105.70	\$ 69.40	
13	AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	\$ 1.05	\$ 105.70	\$ 69.40	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB		\$ 32.94			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)				\$ 0.25			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB		\$ 468.14			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)				\$ 4.72			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB		\$ 255.54			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB		\$ 287.85			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	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	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$ 51.89	\$ 136.65	\$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$ 44.59	\$ 136.65	\$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$ 40.78	\$ 136.65	\$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$ 46.86	\$ 136.65	\$ 78.80	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$ 1.53	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$ 0.72	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$ 0.32	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$ 0.35	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$ -			
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$ 596.55	\$ 158.10	\$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	\$ 478.64	\$ 158.10	\$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$ 512.30	\$ 158.10	\$ 97.75	first mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$ -			
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$ 17.51	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$ 12.83	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$ 2.85	NA	NA	additional mile
13	KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		\$ 119.03	\$ 288.90	\$ 187.70	
13	KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		\$ 359.83	\$ 1,736.35	\$ 1,202.10	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1	\$ 0.57	\$ 92.05	\$ 73.25	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2	\$ 0.65	\$ 92.05	\$ 73.25	
13	KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3	\$ 0.77	\$ 92.05	\$ 73.25	

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13	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	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1	\$ 111.45	\$ 455.35	\$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$ 151.55	\$ 455.35	\$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3	\$ 279.30	\$ 455.35	\$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4	\$ 111.45	\$ 455.35	\$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$ 200.10	\$ 455.35	\$ 291.05	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1	\$ 3.10	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$ 8.75	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3	\$ 14.55	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4	\$ 3.10	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$ 4.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1	\$ 1,389.45	\$ 490.35	\$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$ 2,783.40	\$ 490.35	\$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3	\$ 3,384.95	\$ 490.35	\$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4	\$ 1,389.45	\$ 490.35	\$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$ 3,288.30	\$ 490.35	\$ 332.75	1st mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1	\$ 81.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$ 304.75	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3	\$ 312.90	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4	\$ 81.80	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$ 124.45	NA	NA	each additional mile
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1	\$ 12.30	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2	\$ 12.35	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3	\$ 12.35	NA	NA	
13	MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX		\$ 199.60	\$ 29.85	\$ 17.90	
13	MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX		\$ 712.05	\$ 980.20	\$ 924.15	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		\$ 32.32			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		\$ 1.84			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB		\$ 372.70			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB		\$ 35.72			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation				\$ 22.98			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation				\$ 29.47			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB		\$ 265.89			
13	NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB		\$ 673.94			



Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		\$ 14.79	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		\$ 1.64	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		\$ 127.75	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		\$ 21.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		\$ 279.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 0.40	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		\$ 0.70	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		\$ 372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		\$ 372.85	NA		

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$ 148.99	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$ 92.19	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$ 78.09	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$ 140.40	\$ 301.93	\$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$ 7.68	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$ 14.17	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$ 2.24	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$ 2.99	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	\$ 2,007.79	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$ 1,223.73	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	\$ 822.78	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$ 1,696.31	\$ 336.40	\$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$ 160.14	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$ 274.35	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$ 58.67	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$ 58.13	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX		\$ 182.83	\$ 178.12	\$ 105.56	
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX		\$ 632.51	\$ 895.90	\$ 522.41	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$ 33.76	\$ 52.91	\$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	\$ 32.55	\$ 52.91	\$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$ 34.08	\$ 52.91	\$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	\$ 44.32	\$ 52.91	\$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	\$ 0.11	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$ 0.13	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	\$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	\$ 199.77	\$ 81.05	\$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	\$ 179.53	\$ 81.05	\$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	\$ 194.60	\$ 81.05	\$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	\$ 308.37	\$ 81.05	\$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$ 2.91	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	\$ 3.20	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$ 3.96	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	\$ 2.78	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX		\$ 7.51	\$ 57.08	\$ 40.49	
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX		\$ 25.70	\$ 70.78	\$ 54.19	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX		\$ 249.02	\$ 29.00	\$ 24.15	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX		\$ 322.06	\$ 41.71	\$ 20.01	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		\$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		\$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		\$ 18.49			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		\$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		\$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		\$ 2.19			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		\$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		\$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		\$ 191.33			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		\$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		\$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		\$ 33.29			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1		\$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		\$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		\$ 342.91			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		\$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		\$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		\$ 473.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		\$ 0.52			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		\$ 0.96			