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

By and between

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

And

ACCESS ONE, INC.

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

This Agreement is entered into by and between ACCESS ONE, INC., an Illinois corporation having an office at 820 W. Jackson Blvd, Suite 650, Chicago, Illinois 60607 ("CLEC") and Pacific Bell Telephone Company d/b/a AT&T California, with offices at 208 S. Akard, Dallas, Texas 75202 ("AT&T CALIFORNIA" herein) through its authorized agent, AT&T Inc. The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

RECITALS

A. AT&T CALIFORNIA is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within California.

B. AT&T CALIFORNIA is engaged in the business of providing, among other things, local Telephone Exchange Service within California.

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

D. 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.

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

WHEREAS, AT&T California notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning

of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T California has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the Agreement (to the extent applicable).

WHEREAS the Parties understand AT&T's operational support systems (OSS) and technical capabilities vary from one state to another across AT&T's twenty-two states. This Agreement attempts to conform an Illinois interconnection agreement to comply with AT&T's OSS and technical capabilities in the State of California. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the State of California, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement.

It is AT&T CALIFORNIA's position that all of the rates, terms and conditions ("Provisions") set forth in the Agreement (including any and all attachments, appendices and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

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 AT&T CALIFORNIA hereby agree as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 Introduction

1.1.1 This Agreement sets forth the terms, conditions and prices under which AT&T CALIFORNIA agrees to provide: (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Network Elements as set forth in Article 9 (Combinations), (c) Ancillary Functions, and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to AT&T CALIFORNIA's network and reciprocal compensation for the transport and termination of telecommunications.

1.1.2 Subject to the terms and conditions of this Agreement, the Network Elements, Combinations or Resale services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or Resale services provided by AT&T CALIFORNIA or to any network components provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement, CLEC may at any time add, delete, relocate or modify the Resale services, Network Elements or Combinations purchased hereunder.

1.1.3 Except as provided in this Agreement, during the term of this Agreement, AT&T CALIFORNIA will not discontinue, as to CLEC, any Network Element, Combination, or Ancillary Functions offered to CLEC hereunder. During the term of this Agreement, AT&T CALIFORNIA will not discontinue any Resale services or features offered to CLEC hereunder except as provided in this Agreement. This Section is not intended to impair AT&T CALIFORNIA's ability to make changes in its Network, so long as such changes are consistent with the Act and do not result in the discontinuance of the offerings of Network Elements, Combinations or Ancillary Functions made by AT&T CALIFORNIA to CLEC as set forth in and during the term of this Agreement.

1.1.4 AT&T CALIFORNIA may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

1.1.5 This Agreement includes and incorporates herein the Articles and Schedules listed in the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

1.1.6 Unless otherwise provided in the Agreement, or as required by 47 U.S.C. §224, AT&T CALIFORNIA will perform all of its obligations concerning its offering of Resale services and Unbundled Network Elements under this Agreement throughout the entire service area in California where AT&T CALIFORNIA is the incumbent local exchange carrier.

1.1a **DEFINITIONS**

1.1a.1 "**AT&T Inc.**" (**AT&T**) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.1a2 "**AT&T-13STATE**" - As used herein, **AT&T-13STATE** means the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.1a.2 "**AT&T CALIFORNIA**" - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.

1.1a.3 "**Commission**" means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "**Commissions"** means all of the thirteen agencies listed in this Section. The following is the appropriate State agency:

1.1a.3.1 **Public Utilities Commission of the State of California (CA-PUC);**

1.2 EFFECTIVE DATE, TERM, AND TERMINATION

1.2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the appropriate State Commission ("Commission") approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

1.2.2 The Agreement shall have a term commencing on the Effective Date and expiring March 11, 2010 ("Extended Term"). Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term (Notice of Expiration), this

Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party.

1.2.2.1 If either Party serves Notice of Expiration pursuant to Section 1.2.2, CLEC shall have twenty (20) calendar days to provide AT&T CALIFORNIA written confirmation if CLEC wishes to pursue a successor agreement with AT&T CALIFORNIA or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T CALIFORNIA, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T CALIFORNIA under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

1.2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T CALIFORNIA in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T CALIFORNIA's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Section 1.44 of this Agreement, including but not limited to the obligations described in Section 1.2.4, below.

1.2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of: (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective: or (iii) the date that is ten (10) months after the date on which AT&T CALIFORNIA received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.

1.2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 1.44 below.

1.2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, other than as set forth in Section 10, and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 1.2.5 shall take effect immediately upon delivery of

written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

1.2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non- payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.

1.2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 1.2.5, AT&T CALIFORNIA and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, AT&T CALIFORNIA shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. AT&T CALIFORNIA and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T CALIFORNIA in connection with this transition of service.

1.3 Changes in Law; 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 following, as they were on February 19, 2003: the Act, , the rules, regulations and orders promulgated under the Act by the FCC and by the Commission, and judicial decisions by courts of competent jurisdiction interpreting and applying said statutes, rules, regulations and orders. In the event of any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act, or legislative, federal or state regulatory action, rule, regulation or other legal action that revises, reverses, modifies or clarifies the meaning of the Act, or any of said rules, regulations, orders, or judicial decisions that were the basis of the negotiations for this Agreement, or which otherwise affect any of the provisions set forth in this Agreement (individually and collectively a "Change in Law"), the Parties shall renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. The term "legally binding" means that such judicial decision, amendment of the Act, or legislative, federal or state regulatory action, rule, regulation or other legal action has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

1.3.1 If any amendment to this Agreement pursuant to this Section 1.3 affects any rates or charges for 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. In the event that any renegotiation under this Section 1.3 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days, the dispute shall be resolved as provided in Section 1.9.1. This Section 1.3 sets forth terms and conditions for change in law events that are supplemental to the terms and conditions set forth in Section 1.30.4.

1.3.2 The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights to participate in any proceedings regarding the proper interpretation and/or application of the Act, applicable rules and regulations nor does it waive any rights, remedies, or arguments with respect to any provisions of this Agreement or any rules, regulations, orders or laws upon which it is based, including its right to seek legal review or a stay pending appeal.

1.3.3 During the pendency of any renegotiation or dispute resolution pursuant to Section 1.3 supra, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement, except as otherwise provided in Section 1.3.

1.4 Intentionally left blank

1.5 Assignment

1.5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a third party by providing AT&T CALIFORNIA written notice sixty (60) calendar days' prior to such assignment or transfer; provided such assignment is not inconsistent with Applicable Law. As such, AT&T CALIFORNIA may not delay a transfer for any reason other than to make the determination of the affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with AT&T CALIFORNIA under Sections 251 and 252 of the Act., However the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.

1.5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

1.6 Confidentiality and Proprietary Information

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section 1.6. Additionally, such Confidential Information shall include any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section, 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").

1.6.1 All information which is to be treated as Confidential Information under this Agreement shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

(b) if oral: (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

1.6.2 In addition, by way of example and not limitation, information regarding orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and Recorded Usage Data as described in Article 27 concerning Recorded Usage Data, whether disclosed by CLEC to AT&T CALIFORNIA or otherwise acquired by AT&T CALIFORNIA in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement.

1.6.3 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees: (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

1.6.4 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

1.6.5 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

1.6.6 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

1.6.7 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.

1.6.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

1.6.9 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

1.6.10 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

1.7 Liability, Indemnification, Intellectual Property and Insurance

1.7.1 Limitation of Liabilities

1.7.1.1 Intentionally Left Blank.

1.7.1.2 Except for 1) indemnity obligations expressly set forth herein, 2) obligations under the financial incentive or remedy provisions of any service quality plan required by the FCC or the ICC, 3) bill credit remedies and damages in connection with failure to provide adequate carrier-to-carrier service quality or to meet the carrier-to-carrier service quality standards (or "Performance Measurements") as set forth in Article 32 to this Agreement, or 4) obligations otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount AT&T CALIFORNIA or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.7.1.3 Except as otherwise provided below or in specific Articles or Schedules or other attachments to this Agreement, in the case of any loss alleged or claimed by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

1.7.1.4 AT&T CALIFORNIA shall not be liable to CLEC for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T CALIFORNIA has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

1.7.1.5 In the event CLEC provides E911 Service to AT&T CALIFORNIA, CLEC shall not be liable to AT&T CALIFORNIA, its end Users or its E911 calling parties or any other parties or persons for any loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been

notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T CALIFORNIA until service is restored.

1.7.2 No Consequential Damages

1.7.2.1 NEITHER CLEC NOR AT&T CALIFORNIA WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT AT&T CALIFORNIA's OR CLEC'S LIABILITY TO THE OTHER FOR: (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY AT&T CALIFORNIA's OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. **ADDITIONALLY, NOTHING CONTAINED IN THIS SECTION SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY WITH RESPECT TO OBLIGATIONS UNDER THE FINANCIAL INCENTIVE OR REMEDY PROVISIONS OF ANY SERVICE QUALITY PLAN REQUIRED BY THE FCC OR THE COMMISSION OR BILL CREDIT REMEDIES AND DAMAGES IN CONNECTION WITH FAILURE TO PROVIDE ADEQUATE CARRIER-TO-CARRIER SERVICE QUALITY OR TO MEET THE CARRIER-TO-CARRIER SERVICE QUALITY STANDARDS (OR "PERFORMANCE MEASUREMENTS") AS SET FORTH IN ARTICLE 32 TO THIS AGREEMENT.**

1.7.3 Obligation to Indemnify

1.7.3.1 Each Party will and hereby agrees to defend at the other's request, indemnify, and hold harmless the other Party and each of its officers, directors, employees, and agents (each, an Indemnitee) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, account or otherwise) (collectively, Damages) arising out of, resulting

from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a Claim): (i) alleging any omissions, breach of any representation, warranty, or covenant made by such indemnifying Party (the Indemnifying Party) in this Agreement, (ii) based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors.

1.7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

1.7.3.2 Intellectual Property

1.7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with AT&T CALIFORNIA's network and to unbundle and/or combine AT&T CALIFORNIA's network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

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

1.7.3.3.1 AT&T CALIFORNIA agrees to use its best efforts to obtain co-extensive rights for CLEC, under commercially reasonable terms, for Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as AT&T CALIFORNIA.

1.7.3.3.2 AT&T CALIFORNIA shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by AT&T CALIFORNIA.

1.7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, AT&T CALIFORNIA shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to AT&T CALIFORNIA under the vendor contract and the terms of the contract

(excluding cost terms). AT&T CALIFORNIA shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

1.7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with CLEC's network elements) in AT&T CALIFORNIA's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights AT&T CALIFORNIA agrees in Section 1.7.3.3.1 to use its best efforts to obtain.

1.7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with AT&T CALIFORNIA's network and unbundling and/or combining AT&T CALIFORNIA's network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights AT&T CALIFORNIA agrees in Section 1.7.3.3.1 to use its best efforts to obtain.

1.7.3.6 Intentionally not used.

1.7.3.7 CLEC acknowledges that services and facilities to be provided by AT&T CALIFORNIA hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit AT&T CALIFORNIA to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

(a) AT&T CALIFORNIA agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and

(b) For any new agreements that AT&T CALIFORNIA enters into or existing agreements that it renews, AT&T CALIFORNIA shall use its best efforts to procure rights or licenses to allow AT&T CALIFORNIA to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to AT&T CALIFORNIA, directly or on behalf of CLEC ("Additional Rights/Licenses").

(c) For any new agreements that AT&T CALIFORNIA enters into or existing agreements that it renews, in the event that AT&T CALIFORNIA, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, AT&T CALIFORNIA will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.

(d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in section (c) above that AT&T CALIFORNIA has not exercised such best efforts, CLEC may seek a determination through the Commission as to whether AT&T CALIFORNIA has exercised such best efforts.

(e) If and to the extent AT&T CALIFORNIA is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, AT&T CALIFORNIA may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including AT&T CALIFORNIA, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 1.7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including AT&T CALIFORNIA.

1.7.3.8 Intentionally not used.

1.7.3.9 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

1.7.4 Obligation to Defend; Notice; Cooperation

1.7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the

Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee 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 Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will 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.

1.7.5 OSHA Statement

1.7.5.1 CLEC, in recognition of AT&T CALIFORNIA's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AT&T CALIFORNIA with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold AT&T CALIFORNIA harmless for any judgments, citations, fines, or other penalties which are assessed against AT&T CALIFORNIA as the result solely of CLEC's failure to comply with any of the foregoing. AT&T CALIFORNIA, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of AT&T CALIFORNIA's failure to comply with any of the foregoing.

1.7.6 OSS

1.7.6.1 CLEC shall be responsible for and indemnifies AT&T CALIFORNIA against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of AT&T CALIFORNIA's OSS by CLEC employees or persons using

authorization granted to that person by CLEC to access AT&T CALIFORNIA's OSS and shall pay AT&T CALIFORNIA for any and all damages caused by such unauthorized entry, improper use or manipulation of' AT&T CALIFORNIA's OSS.

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

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

1.7.7.2 Commercial General Liability and, if necessary, excess liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $10,000,000 each occurrence sub-limit for bodily injury, property damage, Personal Injury, Advertising injury and a separate Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of $2,500,000 are also required if this Agreement involves collocation. Each Party must be included as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.

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

1.7.7.4 Each Party shall require primary contractors providing services under this Agreement to maintain in force the insurance coverage and limits required in this Section 1.7.7.

1.7.7.5 The Parties agree that companies affording the insurance coverages required under this Section 1.7.7 shall have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each Party agrees to provide the other with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein, except for cancellation due to non-payment of premium, for which such notice shall be ten (10) days.

1.7.7.6 Intentionally Omitted.

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

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

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

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

1.7.7.8 For all locations other than those governed by 3D agreements between AT&T CALIFORNIA and CLEC, each Party shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to the other Party, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of the other Party, except with respect to loss arising from the other party's gross negligence or willful misconduct. Each Party shall have the right to self-insure this obligation, subject to providing proof of such insurance as set forth in Section 1.7.7.7, above, and agrees to waive any rights of recovery from the other Party, other than for gross negligence or willful misconduct.

1.8 Payment of Rates and Charges; Deposits

1.8.1 Except as otherwise specifically provided elsewhere in this Agreement, including but not limited to Section 1.8.5, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the date of the invoice or within twenty (20) days of receipt of an invoice, whichever is later; provided, the paying Party shall advise the billing Party via fax or e-mail in the event the bill is received 10 or more days after the bill date. For the purposes of this Section 1.8.1, each Parties' respective billing contact information shall be as designated in Section 1.11 of this Article.

1.8.1.1 If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the

JP Morgan Chase Bank (or such other bank as the Parties agree), payment will be made on the preceding business day.

1.8.2 If either Party fails to remit payment for any charges for services by the applicable due date, or if a payment or any portion of a payment is received by the billing Party from the paying Party after the applicable due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the billing Party as of the due date (individually and collectively, "Past Due"), then interest shall be assessed as follows in Section 1.8.2.1. No other late payment fee or charge applies to overdue amounts.

1.8.2.1 If any charge incurred under this Agreement is past due (including prior months' unpaid interest charges), such unpaid amounts shall bear interest from the applicable due date until paid. The interest rate applied to Past Due unpaid amounts billed out of any billing system shall be the lesser of (i) and one and one-half percent (1 ½ %) per month or (ii) the highest rate of interest that may be charged under applicable law, compounded daily from the applicable due date to and including the date that the payment is actually made and available.

1.8.3 Each Party shall make all Payments in U.S. Dollars to the other party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by Party receiving the payment. At least thirty (30) days prior to the first transmission of billing data and information for payment, AT&T CALIFORNIA will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party will provide the other Party at least sixty (60) days written notice of the change and such notice will include the new banking information. CLEC and AT&T CALIFORNIA shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or interest will apply as provided in Section 1.8.2.1 above. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

1.8.3.1 AT&T CALIFORNIA and CLEC shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process**,** or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

1.8.3.2 In the event CLEC receives multiple and/or other bills from AT&T CALIFORNIA which are payable on the same date, CLEC may remit one payment for the sum of all such bills

payable to AT&T CALIFORNIA's bank account designated pursuant to Section 1.8.3 and CLEC will provide AT&T CALIFORNIA with a payment advice pursuant to Section 1.8.3.1.

1.8.4 Billing Disputes Related to Paid Amounts

1.8.4.1 In order for a Billed Party to dispute all or a portion of amounts it has paid, it must:

1.8.4.1.1 within eleven months of CLEC's receipt of the bill in question, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned); and

1.8.4.1.2 follow the dispute resolution procedures set forth in Section 1.9, below.

1.8.4.2 If a Billed Party brings a dispute pursuant to this Section 1.8.4, and any portion of the dispute is resolved, at the conclusion of the applicable dispute resolution process pursuant to Section 1.9, in favor of the Billed Party, the Billing Party shall pay or credit the account of the Billed Party, as follows:

(a) the Billing Party shall determine if the Billed Party has any undisputed amount Past Due (as defined under Section 1.8.2 of this Article) and owing to the Billing Party;

(b) at the Billing Party's discretion, the amount determined through the dispute resolution process, plus interest computed in the manner specified under the dispute resolution process (or under Section 1.8.2, whichever is applicable), will be applied as a credit against the amount determined under subparagraph (a) preceding;

(c) the amount so credited shall be reflected in the immediately next issued invoice with a breakout of the dispute resolution credit and accrued interest listed separately or other supplemental report with appropriate detail; and

(d) to the extent the amount of dispute resolution exceeds the amount credited by the Billing Party in (a) then the Billing Party will issue a check to the Billed Party of that difference at the same time that the credit is issued pursuant to subparagraph (b).

The Parties also agree that the foregoing credit process will not apply to any significant settlements that the Parties enter into that expressly specify a reconciliation process, in which event the terms of such settlement agreement will govern the payment of the settlement amounts.

1.8.5 Billing Disputes Related to Unpaid Disputed Amounts; Escrow Requirements.

1.8.5.1 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 "Billed Party") shall, five (5) business days prior to the applicable due date, advise the Billing Party in writing of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billed Party written notice of the amount disputed, specific details and reasons for disputing each item(including, without limitation, as applicable, the date of the bill in question, CBA/BAN number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), and pay to AT&T CALIFORNIA all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis.

1.8.5.2 Intentionally left blank

1.8.5.3 The Billed Party shall pay (i) when due, all undisputed amounts to the Billing Party, and (ii) within thirty (30) days after its written notice of dispute, except as otherwise provided in Section 1.8.7 below, place all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. To be acceptable, the third party escrow agent must meet all of the following criteria:

1.8.5.3.1 The financial institution proposed as the third party escrow agent must be located within the continental United States;

1.8.5.3.2 The financial institution proposed as the third party escrow agent may not be an affiliate of either Party; and

1.8.5.3.3 The financial institution proposed as the third party escrow agent must be authorized to handle Automatic Clearing House (ACH) credit transactions transfers.

1.8.5.3.4 In addition to the foregoing requirements for the third party escrow agent, the disputing Party and the financial institution proposed as the third party escrow agent must agree that the escrow account will meet all of the following criteria:

1.8.5.3.5 The escrow account must be an interest bearing account;

1.8.5.3.6 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

1.8.5.3.7 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the third party escrow agent;

1.8.5.3.8 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

1.8.5.3.9 Disbursements from the escrow account shall be limited to those:

1.8.5.3.9.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

1.8.5.3.9.2 made in accordance with the final, non-appealable order or award of an arbitrator appointed pursuant to the provisions of Sections 1.9.5.1 or 1.9.6.1; or

1.8.5.3.9.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter an arbitrator's award pursuant to Section 1.9.6.1.

1.8.5.4 Disputed Amounts in escrow shall be subject to interest as set forth in Section 1.8.2.1.

1.8.6 Intentionally left blank.

1.8.7 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 1.8.5, above, if: (i) the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and (ii) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

1.8.8 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 1.9.

1.8.9 If the Billed Party disputes in accordance with Section 1.8.5, any charges and any portion of the dispute is resolved in favor of such Billed Party, the Parties shall cooperate to ensure that all of the following actions are taken:

1.8.9.1 no later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed Party for that portion of the Disputed Amounts resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

1.8.9.2 within fifteen (15) calendar days after resolution of the dispute, the portion of the escrowed Disputed Amounts, if any, resolved in favor of the Billed Party shall be

released to the Billed Party, together with any accrued interest thereon, and any portion of the Disputed Amounts not in escrow and resolved in favor of the Billed Party shall be paid to Billed Party, together with any interest assessed or applied with respect thereto; and

1.8.9.3 within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon (and if the accrued interest does not equal any interest that would have been assessed pursuant to Section 1.8.2.1 had the Disputed Amounts remained undisputed and unpaid during the period of the Dispute, the Billed Party shall remit payment of the difference to the Billing Party within this same time period) and, as applicable, any portion of the Disputed Amounts not in escrow and resolved in favor of the Billing Party shall be paid to Billing Party, together with any interest assessed or applied with respect thereto.

1.8.10 Failure by the Billed Party to knowingly take all necessary actions to effect a release of escrowed Disputed Amounts determined at the conclusion of the applicable dispute resolution process to be owed to the Billing Party or to pay any charges determined to be owed to the Billing Party within the time specified in Section 1.8.9 shall be grounds for termination of this Agreement as specified in Section 1.10.1, following.

1.8.11 Deposits

1.8.11.1 The deposit requirements set forth in this Section 1.8 apply to AT&T CALIFORNIA's providing the Resale Services and Network Elements and collocation (exclusive of interconnection facilities, collocation cage construction and reciprocal compensation) furnished under this Agreement. AT&T CALIFORNIA may, in order to safeguard its interests, require that CLEC, if it has a proven history of late payments or has not established a minimum of twelve consecutive months good credit history with AT&T CALIFORNIA, make a reasonable deposit to be held by AT&T CALIFORNIA as a guarantee of the payment of charges. For purposes of this provision, a Party shall not be deemed to have "a proven history of late payments" or "not established credit" based in whole or in part on the failure to pay amounts which such Party has properly disputed in good faith in accordance with all applicable provisions of Sections 1.8.5 through 1.8.10.

1.8.11.2 Intentionally not used.

1.8.11.3 Unless CLEC is not required to make a deposit payment as described in Section 1.8.11.1 above, CLEC shall remit an initial cash deposit within thirty (30) days after written request by AT&T CALIFORNIA. The deposit required by the previous sentence, if any, shall be determined as follows: (i) if, immediately prior to the Effective Date, CLEC was not operating as a local service provider in California, the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, CLEC was operating as a local service provider in California, the

deposit shall be in the amount calculated using the method set forth in Section 1.8.11.7 of this Agreement. This cash deposit will be held by AT&T CALIFORNIA as a guarantee of payment of charges billed to CLEC. If CLEC is not required to make a deposit payment as set forth in Section 1.8.11.1 above, AT&T CALIFORNIA shall not require an initial deposit requirement; provided, however, that the terms and conditions set forth in Section 1.8.11.1 and Sections 1.8.11.4 through Section 1.8.11.10 of this Agreement shall continue to apply for the term of this Agreement and any extension(s) hereof. In determining whether CLEC has established the minimum twelve (12) months good credit history, CLEC's payment record for the most recent twelve (12) months immediately prior to the Effective Date shall be considered.

1.8.11.4 So long as CLEC maintains timely compliance with its payment obligations, AT&T CALIFORNIA will not increase any deposit amount required. If CLEC fails to maintain timely compliance with its payment obligations, AT&T CALIFORNIA reserves the right to require additional deposit(s) determined in accordance with Section 1.8.11.5 and Section 1.8.11.6 through Section 1.8.11.10 of this Agreement.

1.8.11.5 If during the first six (6) months of operations under this Agreement, CLEC has been sent one valid delinquency notification letter (a letter notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from CLEC's receipt, whichever due date applies to the bill in question, pursuant to, Section 1.8.1, above) by AT&T CALIFORNIA, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

1.8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time CLEC has been sent two (2) delinquency notification letters (letters notifying CLEC of charges that remain unpaid more than fifteen (15) days past their due date) by AT&T CALIFORNIA within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 1.8.5, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC's actual billing average for a two month period exceeds the deposit amount held.

1.8.11.7 Whenever CLEC's deposit is re-evaluated as specified in Section 1.8.11.5 or Section 1.8.11.6, above, such deposit shall be calculated in an amount equal to the average billing to CLEC for Resale service and/or unbundled elements, as applicable, for a two month period. With respect to CLEC, the most recent three (3) months billing on all of CLEC's BANs or CBAS numbers, as applicable, for resale services or network elements shall be used to calculate CLEC's monthly average, which monthly average

shall be multiplied by two (2) to arrive at the amount of deposit permitted by Sections 1.8.11.5 and 1.8.11.6.

1.8.11.8 Whenever a deposit is re-evaluated as specified in Section 1.8.11.5 and Section 1.8.11.6, above, CLEC shall remit the additional deposit amount to AT&T CALIFORNIA within thirty (30) calendar days of receipt of written notification AT&T CALIFORNIA requiring such deposit.

1.8.11.9 The deposit requirements of this Section 1.8.11 may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to AT&T CALIFORNIA. No interest shall be paid by AT&T CALIFORNIA for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

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

1.8.11.11 Any cash deposit held by AT&T CALIFORNIA shall be credited to CLEC's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as CLEC has not been sent more than one delinquency notification letter (as defined in Section 1.8.11.5) during the most recent twelve (12) months, in which case such cash deposit will be credited during the first rolling twelve (12) month period in which CLEC has been sent less than two delinquency notifications. For the purposes of this Section 1.8.11.11, interest will be applied from the date paid and calculated as defined in Section 1.8.2.1 above, and shall be credited to CLEC's account on an annual basis.

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

1.8.11.12.1 when AT&T CALIFORNIA sends CLEC the second valid delinquency notification under this Agreement during the most recent twelve (12) months (provided that a delinquency notification shall be deemed valid if no dispute has been filed under Section 1.8.5 as to any amount covered by the delinquency notice); or

1.8.11.12.2 when AT&T CALIFORNIA suspends CLEC's ability to process orders in accordance with Section 1.10.1.2; or

1.8.11.12.3 when CLEC files for protection under the bankruptcy laws; or

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

1.8.11.12.5 when this Agreement expires or terminates (provided, upon expiration or termination of this Agreement, any deposit monies not applied under this Agreement against charges payable by CLEC shall be refunded to CLEC by AT&T CALIFORNIA);

1.8.11.12.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, AT&T CALIFORNIA shall credit any cash deposit to CLEC's account so long as AT&T CALIFORNIA has not sent to CLEC more than one delinquency notification letter under this Agreement during the most recent twelve (12) months; or

1.8.11.12.7 upon mutual agreement of the Parties.

1.8.11.13 For the purposes of this Section 1.8.11.13, interest will be calculated as specified in Section 1.8.2 and shall be credited to CLEC's account at the time that the cash deposit is credited to CLEC's account.

1.8.12 Assuming that the previous payment and credit history of a Party (a "Requesting Party") justifies doing so, upon request the other Party (the "Acknowledging Party") will issue a written acknowledgement that the Requesting Party satisfies the condition that the Requesting Party does not have a proven history of late payments and that it has established a minimum of twelve consecutive months good credit history with the Acknowledging Party. Such an acknowledgement, whenever given, shall not be barred by Section 1.33, below, and shall be enforceable pursuant to its own terms. Such an acknowledgement shall not be required in order for a Party to meet the conditions necessary to avoid imposition of a deposit requirement under this Agreement, assuming it otherwise meets the conditions.

1.9 Dispute Resolution

1.9.1 Finality of Disputes

1.9.1.1 Except as otherwise specifically provided in this Agreement (for example, in Section 1.8.5.1, above), no claims will be brought for disputes arising from this Agreement more than 24 months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

1.9.1.2 During the pendency resolution of any dispute raised in accordance with this Section 1.9 of this Agreement, whether by settlement or by legally binding arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, discontinue or cease to provide all or any portion of obligations pursuant to this Agreement, unless otherwise directed by the other Party. Legally binding means that such award, ruling, order or judgment has not been stayed, no

request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

1.9.2 Alternative to Litigation

1.9.2.1 Dispute resolution under the procedures provided in this Section 1.9 shall be the preferred, but not the exclusive, remedy for all disputes between AT&T CALIFORNIA and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes as to which the Commission or such court, agency, or regulatory authority specifies a particular remedy or procedure. However, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, no action or complaint may be filed in the Commission or a court, agency or regulatory authority of competent jurisdiction before the Informal Resolution of Disputes procedures set forth in Section 1.9.3 below have been followed, in good faith, by the Party commencing such action or complaint.

1.9.3 Informal Resolution of Disputes

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

1.9.3.2 If the Parties are unable to resolve a dispute through the informal procedures described above, then either Party may invoke the Formal Resolution of Disputes or the Parties may agree to invoke Arbitration processes set forth below. Unless the Parties otherwise agree, Formal Resolution of Disputes processes, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) days after the date of the letter initiating informal dispute resolution under this Section 1.9.3.

1.9.3.3 Either Party may notify the other Party in writing at any time after the 60th day after the date of the letter initiating informal dispute resolution under this Section 1.9.3 that it considers the matter to be at impasse. Such notice shall be provided by any acceptable means under Section 1.11, below, other than via facsimile. If the other Party does not pursue additional dispute resolution measures pursuant to this Section 1.9 within 10

business days of the date of the notice letter, the notifying Party may exercise its rights to disconnection and termination in accordance with the processes set forth in Section 1.10.

1.9.4 If a bill closure process is mutually agreed to by the Parties, the procedures involved in such processes will not be deemed to place a particular billing item in dispute for purposes of this Section.

1.9.5 Formal Resolution of Disputes

1.9.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to billing disputes and matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the applicable commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 1.9.6.

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

1.9.5.3 Claims Not Subject to Commercial Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to commercial arbitration as provided in Section 1.9.6 below and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

1.9.5.3.2 Actions to compel compliance with the Dispute Resolution process.

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

1.9.6 Commercial Arbitration

1.9.6.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association for commercial disputes or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will be San Francisco, California, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no

authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

1.10 Non-payment and Procedures for Disconnection

1.10.1 Either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due and payable as provided except that:

(a) A Party may only terminate this Agreement and/or disconnect interconnection with the other Party's network upon obtaining an order from a governmental, administrative, or regulatory body or a court of competent jurisdiction approving such termination and/or disconnection;

(b) Notwithstanding Section 1.10.1(a), above, in the event of CLEC's refusal or failure to pay all or any portion of any amount required to be paid for Resale and/or UNE services as and when due and payable as provided in this Agreement, AT&T CALIFORNIA may cease providing and may disconnect such services only in accordance with the processes set forth below.

1.10.1.1 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T CALIFORNIA as and when due and payable and has not presented a dispute under Section 1.8.5 of this Agreement, the applicable procedures for notice and disconnection as set forth in Sections 1.10.3 through 1.10.11 below shall apply.

1.10.1.2 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T CALIFORNIA as and when due and payable and has presented a dispute as to those amounts (the "Previously Disputed Amounts") under Section 1.8.5 of this Agreement, but has not requested Formal Dispute Resolution under Section 1.9.5, above, within the later of 90 days of the date of the letter initiating informal dispute resolution under Section 1.9.3.1 or within 10 business days of receipt of notice under Section 1.9.3.3, then AT&T CALIFORNIA shall notify CLEC and the Commission that unless the Previously Disputed Amounts are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the Previously Disputed Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.2, AT&T CALIFORNIA will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or

network element that could be furnished under this Agreement. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In Section 1.10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the expiration of the 90-day period;"

(ii) In Section 1.10.6, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "thirty-seven (37) days past the expiration of the 90-day period;"

(iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read "Previously Disputed Amounts" where the phrase "Unpaid Charges" is found.

1.10.1.3 Where CLEC has refused or failed to pay all or any portion of any amount required to be paid to AT&T CALIFORNIA as and when due and payable following the conclusion of any Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above, then, no sooner than fifteen (15) days after the Formal Dispute Resolution process has concluded, AT&T CALIFORNIA shall notify CLEC and the Commission that unless the amounts required to be paid to AT&T CALIFORNIA following the conclusion of the Formal Dispute Resolution process ("FDR Amounts") are paid within sixteen (16) calendar days, the resale services and/or network elements furnished to CLEC under this Agreement for which the FDR Amounts are outstanding (i.e. delinquent) shall be disconnected. On the same day it sends the notice letter required by this Section 1.10.1.3, AT&T CALIFORNIA will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement. For purposes of this Section 1.10.1.3, "conclusion" of the Formal Dispute Resolution process initiated by a Party or employed by the Parties pursuant to Sections 1.9.5 or 1.9.6 above shall occur on the day any ruling, order or award in that process becomes final and non-appealable. Furthermore, the provisions of Sections 1.10.5 through 1.10.11 shall apply, but Sections containing specific time periods relative to the obligations shall be modified as follows:

(i) In Section 1.10.5, the phrase "forty (40) calendar days past the due date of the undisputed Unpaid Charges" shall be modified to read "thirty-two (32) days past the conclusion of the Formal Dispute Resolution process;"

(ii) In Section 1.10.6, the phrase "forty-five (45) calendar days past the due date of such Unpaid Charges" shall be modified to read "thirty-seven (37) days past the conclusion of the Formal Dispute Resolution process;"

(iii) Further, Sections 1.10.5 through 1.10.11 shall be modified to read "FDR Amounts" wherever the phrase "Unpaid Charges" is found.

1.10.2 Pending the resolution of any dispute raised in accordance with Section 1.9 of this Agreement, whether by settlement or by final and non-appealable arbitration award, ruling, order or judgment, each Party shall continue to perform all of its obligations under this Agreement, and shall not, based upon an act or omission that is the subject of the dispute that is pending resolution, exercise any right of termination or disconnection under this Section 1.10, unless otherwise directed by the other Party.

1.10.3 If CLEC fails to pay when due, any and all charges, including any applicable interest, that are billed to CLEC for resale services and network elements furnished under this Agreement and are not disputed under Section 1.8.5, above ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the due date, AT&T CALIFORNIA shall provide written notification to CLEC's billing department (with a copy to the address for CLEC pursuant to Section 1.11 below) that in order to avoid having service disconnected, CLEC must remit all such Unpaid Charges to AT&T CALIFORNIA. With respect to resale services and network elements, AT&T CALIFORNIA will notify CLEC that such Unpaid Charges remain unpaid fifteen (15) calendar days after the due date and that CLEC must remit payment within fourteen (14) calendar days from the date CLEC's billing department receives AT&T CALIFORNIA's notice, except as otherwise provided in Sections 1.8.5 through 1.8.10, governing bona fide billing disputes. No payment made by CLEC following notice by AT&T CALIFORNIA as provided in this Section shall prejudice or otherwise adversely affect CLEC's right to dispute the Unpaid Charges, once paid, pursuant to Section 1.8.4, above. For the purposes of this Section 1.10.3, AT&T CALIFORNIA may give notice to CLEC billing department as follows, unless CLEC notifies AT&T CALIFORNIA otherwise:

Access One, Inc.
Mark Jozwiak, President
820 W. Jackson Blvd., Suite 650
Chicago, IL 60607

1.10.4 If any Unpaid Charges for resale services or network elements remain unpaid twenty-nine (29) calendar days past the due date of such Unpaid Charges, AT&T CALIFORNIA shall notify CLEC and the Commission that unless all such Unpaid Charges are paid within sixteen (16) calendar days, the resale services and network elements furnished to CLEC under this Agreement for which undisputed Unpaid Charges are outstanding (i.e., delinquent) shall be disconnected. On the same day that it sends the letter required by this Section 1.10.4, AT&T CALIFORNIA will suspend acceptance of any order (other than a disconnect order) from CLEC for any resale service or network element that could be furnished under this Agreement.

1.10.5 If any undisputed Unpaid Charges for resale services or network elements remain unpaid forty (40) calendar days past the due date of the undisputed Unpaid Charges, CLEC shall, at its sole expense, notify its end users and the Commission that the end users' service

will be disconnected due to CLEC's failure to pay such Unpaid Charges, and that its end users must affirmatively select a new Local Service Provider within five (5) calendar days of the notice date.

1.10.6 If any undisputed Unpaid Charges for resale services or network elements furnished to CLEC under this Agreement remain unpaid forty-five (45) calendar days past the due date of such Unpaid Charges, AT&T CALIFORNIA shall disconnect the resale services or network elements for which such undisputed charges remain unpaid. Where CLEC is purchasing resale under the AT&T-CALIFORNIAAT&T CALIFORNIA's Resale tariff, AT&TAT&T CALIFORNIA shall transfer the Resale end users in accordance with the AT&T state-specific resale tariff. Provided however, nothing herein shall be interpreted to restrict AT&T CALIFORNIA's right to amend its tariff, including changes to provision on transfer of resale end users.

1.10.7 Intentionally not used.

1.10.8 Intentionally not used.

1.10.9 AT&T CALIFORNIA may discontinue service to CLEC as provided in Section 1.10.6 of this Agreement only after AT&T CALIFORNIA has sent all notices it is required to send as provided in Sections 1.9 and 1.10, and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.

1.10.10 Intentionally not used.

1.10.11 Once all notices AT&T CALIFORNIA is required to send under Sections 1.9 and 1.10 have been sent, AT&T CALIFORNIA shall not be required to accept any order (other than a disconnect order) relating to resale services or network elements from CLEC until: (i) all undisputed Unpaid Charges for resale services and network elements under this Agreement are paid; and (ii) CLEC has furnished AT&T CALIFORNIA a deposit calculated pursuant to the terms and conditions of Section 1.8.11 of this Agreement.

1.11 Notices

1.11.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

1.11.2 If to CLEC:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Jozwiak President
STREET ADDRESS	820 W. Jackson Blvd., Suite 650
CITY, STATE, ZIP CODE	Chicago, IL 60607
TELEPHONE NUMBER	312-441-1000
FACSIMILE NUMBER	312-441-1010
EMAIL ADDRESS	markj@accessoneinc.com

1.11.3 If to AT&T CALIFORNIA:

AT&T Contract Management
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
214-464-2006 (Fax)

1.11.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

1.12 Taxes

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

1.12.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

1.12.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.

1.12.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 27.2.3 of Article 27, (Comprehensive Billing).

1.12.2.3 Notwithstanding Section 1.12.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

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

1.12.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 1.12.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and

interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

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

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

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

1.12.8 With respect to any Tax or Tax controversy covered by this Section 1.12, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

1.12.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 1.12 shall be sent in accordance with Section 1.11 hereof.

1.13 Force Majeure

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

1.14 Publicity

1.14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

1.14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party’s written authorization.

1.15 Network Maintenance and Management

1.15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

1.15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such

events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users. Each party will maintain the capability of respectively implementing basic protective controls such as "Cancel To" or "Call Gap."

1.15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

1.16 Law Enforcement and Civil Process

1.16.1 Intercept Devices

1.16.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

1.16.2 Subpoenas

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

1.16.3 Law Enforcement Emergencies

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

1.17 Changes in Subscriber Carrier Selection

1.17.1 Line sharing and line splitting are governed by Article 9 of this Agreement. With respect to Resale services Network Elements provided to end users, each Party must obtain end user authorization prior to requesting a change in the end users' provider of local exchange service (including ordering end user specific Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.

1.17.2 Intentionally Left Blank.

1.17.3 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. AT&T CALIFORNIA shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), AT&T CALIFORNIA is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

1.17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party other than as required by federal or state law. At CLEC's written request, AT&T CALIFORNIA will investigate an alleged incidence of slamming involving CLEC, and only in such CLEC authorized instances shall AT&T CALIFORNIA charge CLEC; providing such charge shall be a cost-based or mutually agreed fee for providing the investigation.

1.18 Amendments or Waivers

1.18.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

1.18.2 Amendment Process.

1.18.2.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the Section or Sections to be amended and shall include the proposed language changes.

1.18.2.2 Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms.

1.18.2.3 If mutually acceptable terms are not agreed upon within 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 1.9 of this Agreement. Neither Party may pursue dispute resolution pursuant to this Section 1.18.2.3 with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement. Further, neither Party may invoke the provisions of this Section 1.18.2.3 more than once during the term of the Agreement.

1.18.2.4 Nothing in this Section 1.18.2 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 1.3, (Intervening Law), or Section 252(i) of the Act.

1.19 Authority

1.19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

1.20 Binding Effect

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

1.21 Consent

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

1.22 Expenses

1.22.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

1.23 Headings

1.23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

1.24 Relationship of Parties

1.24.1 This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

1.25 Conflict of Interest

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

1.26 Multiple Counterparts

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

1.27 Third Party Beneficiaries

1.27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

1.28 Regulatory Approval

1.28.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to

cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

1.28.2 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. If arbitrated, in whole or in part, each Party agrees that this Agreement conforms to the Order of the Commission approving the Agreement, and 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. 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.

1.29 Trademarks and Trade Names

1.29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

1.30 Regulatory Authority

1.30.1 AT&T CALIFORNIA will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement. CLEC will reasonably cooperate with AT&T CALIFORNIA in obtaining and maintaining any required approvals for which AT&T CALIFORNIA is responsible, and AT&T CALIFORNIA will reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.

1.30.2 Except as provided in Section 1.30.4 below, the Parties agree that the rates, terms and conditions of this Agreement will not be superceded by the rates, terms and conditions of any tariff AT&T may file, absent Commission order to the contrary. The Parties agree that CLEC is not precluded from ordering products and services available under any

effective AT&T tariff or any tariff that AT&T may file in the future provided that CLEC satisfies all conditions contained in such tariff and provided that the products and services are not already available under this Agreement. (In which case CLEC may incorporate such products and services including legitimately related rates, terms and conditions by amendment into this Agreement). If CLEC chooses to order products or services under an AT&T CALIFORNIA tariff, it is bound by all applicable terms and conditions of the tariff and shall not seek to apply terms and conditions of this Agreement to the items it orders from the tariff. CLEC is not precluded from amending the agreement to incorporate by reference individual and independent rates, terms and conditions available to other carriers through Agreement or tariff, even when such products or services are already available under this Agreement, provided such incorporation by reference must include material terms and conditions that are applicable and legitimately related to the requested product or services.

1.30.3 AT&T will provide CLEC direct notice of any tariff or filing which concerns the subject matter of this Agreement whether or not AT&T CALIFORNIA makes a voluntary filing or is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement. The notice shall be served to CLEC concurrent with AT&T CALIFORNIA making the filing with the governmental authority.

1.30.4 The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of Commission proceedings affecting wholesale prices which are given general applicability by the Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to a price change requested pursuant to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 1.9 of this Article. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this Section is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Change in Law; Reservation of Rights" provision Section.

1.31 Intentionally Left Blank.

1.32 Verification Reviews

1.32.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

1.32.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed 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. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 1.8.2.1 of this Article. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 1.9 of this Article.

1.32.3 Each Party will cooperate fully in any audit performed pursuant to Section 1.32.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

1.32.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 1.32.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

1.32.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.

1.32.6 Intentionally not used.

1.32.7 Intentionally not used.

1.32.8 This Section 1.32 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Article 21 Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.

1.32.9 Information obtained or received by either Party in connection with Sections 1.32.1 through 1.32.6 and 1.32.8 will be subject to the confidentiality provisions of Section 1.6 of this Agreement.

1.33 Complete Terms

1.33.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

1.33.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. Unless otherwise agreed by the Parties, the rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission**.**

1.34 Cooperation on Preventing End User Fraud

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

1.34.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above Section will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

1.35 Notice of Network Changes/Notification of Other Information

1.35.1 AT&T CALIFORNIA agrees to provide CLEC reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using AT&T CALIFORNIA's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit AT&T CALIFORNIA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with AT&T CALIFORNIA's obligations to CLEC under the terms of this Agreement.

1.35.2 AT&T CALIFORNIA communicates official information to competitive local exchange carriers via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

1.35.3 AT&T CALIFORNIA will provide CLEC Accessible Letter notification via electronic mail ("e-mail") distribution.

1.35.4 CLEC may designate a maximum of ten (10) recipients for AT&T CALIFORNIA Accessible Letter notification via e-mail.

1.35.5 CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable AT&T CALIFORNIA's CLEC Online website) to the AT&T CALIFORNIA individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 1.11.2) to whom CLEC requests Accessible Letter notification be sent, via e-mail CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC contact designated in Section 1.11.2). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by AT&T CALIFORNIA.

1.36 Good Faith Performance

1.36.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

1.37 Responsibility of Each Party

1.37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all: (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

1.38 Intentionally left blank.

1.39 Governmental Compliance

1.39.1 CLEC and AT&T CALIFORNIA each will comply at its own expense with all applicable law (including, but not limited to, Part 64 of the rules of the Federal Communications Commission) related to: (i) its obligations under or activities in connection with this Agreement, or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and AT&T CALIFORNIA each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) its failure or the failure of its contractors or agents to so comply, or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. AT&T CALIFORNIA, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for AT&T CALIFORNIA to provide the Network Elements and Resale services pursuant to this Agreement.

1.40 Responsibility for Environmental Contamination

1.40.1 Disclosure of Potential Hazards: When and if CLEC notifies AT&T CALIFORNIA that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular AT&T CALIFORNIA building, manhole, pole, duct, conduit,

right-of-way, or other facility (hereinafter "Work Location"), AT&T CALIFORNIA shall timely notify CLEC of any Environmental Hazard at that Work Location of which AT&T CALIFORNIA has actual knowledge, except that this duty shall not apply to any Environmental Hazard: (i) of which CLEC already has actual knowledge, or (ii) was caused solely by CLEC, or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean: (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by AT&T CALIFORNIA; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.

1.40.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to AT&T CALIFORNIA, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with AT&T CALIFORNIA's business operations after consultation with AT&T CALIFORNIA, and shall return AT&T CALIFORNIA's property to substantially the same condition as it would have been without such inspections, testing or monitoring.

1.40.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than AT&T CALIFORNIA shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

1.40.4 Indemnification:

1.40.4.1 Each party shall indemnify, on request defend, and hold harmless the other party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of this Section 1.40 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

1.40.4.2 CLEC shall indemnify, on request defend, and hold harmless AT&T CALIFORNIA and each of its officers, directors and employees from any and all suits, claims,

demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

1.40.4.3 AT&T CALIFORNIA shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other third party on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with: (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of AT&T CALIFORNIA or by any person acting on AT&T CALIFORNIA's behalf, at a Work Location, or (ii) the removal or disposal of any hazardous substances by any employee of AT&T CALIFORNIA or by any person acting on AT&T CALIFORNIA's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location, or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either: (x) existing or occurring at any Work Location on or before the date of this agreement, or (y) caused or created by AT&T CALIFORNIA or its contractors or agents.

1.41 Subcontracting

1.41.1 If any obligation is performed through a subcontractor, each party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either party performs through subcontractors, and each party will be solely responsible for payments due the party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or

Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

1.42 Intentionally left blank.

1.43 Severability

1.43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 1.9.5.

1.44 Survival of Obligations

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

1.45 Governing Law

1.45.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the state in which the Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in San Francisco, California and waive any and all objections to any such venue.

1.46 Performance Criteria

1.46.1 Specific provisions governing failure to meet Performance Criteria are contained in Article 32, (Performance).

1.47 Other Obligations of CLEC

1.47.1 For the purposes of establishing service and providing efficient and consolidated billing to CLEC, CLEC is required to provide AT&T CALIFORNIA its authorized and nationally recognized Operating Company Number (OCN) for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN for Resale Services. CLEC is responsible for costs of implementing any changes to its OCN/ACNA whether or not it involves a merger, consolidation, assignment or transfer of assets shall be determined through the BFR process.

1.48 Dialing Parity

1.48.1 AT&T CALIFORNIA will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of AT&T CALIFORNIA services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated AT&T CALIFORNIA customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated AT&T CALIFORNIA customer; and (iii) the CLEC Customer may retain its local telephone number in accordance with the Number Portability Article.

1.49 Branding

1.49.1 Specific provisions concerning the branding of services provided to CLEC by AT&T CALIFORNIA under this Agreement are contained in the following Attachments and Appendices to this Agreement: Article 10, (Resale); Article 22, (Market Based OS/DA); and Schedule 9.2.9: (OS/DA as UNE).

1.50 Customer Inquiries

1.50.1 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party; (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.

1.51 Disclaimer of Warranties

1.51.1 TO THE EXTENT CONSISTENT WITH ITS OBLIGATIONS UNDER THE ACT, NO PARTY MAKES REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO

MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

1.52 No Waiver

1.52.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

1.53 Definitions

1.53.1 Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act.

1.54 Resale

1.54.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that AT&T CALIFORNIA currently provides or hereafter offers to any customer in the geographic area where AT&T CALIFORNIA is the incumbent LEC will be made available to CLEC by AT&T CALIFORNIA for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Article 10, (Resale), and other applicable Attachments.

1.55 Unbundled Network Elements

1.55.1 At the request of CLEC and pursuant to the requirements of the Act, AT&T CALIFORNIA will offer in the geographic area where AT&T CALIFORNIA is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Article 9 and Schedules 9.2.1 through 9.5 and other applicable Attachments.

1.56 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of Customer Usage Data

1.56.1 In connection with its Resale of services to CLEC, AT&T CALIFORNIA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

1.56.2 In connection with its furnishing Unbundled Networks Elements to CLEC, AT&T CALIFORNIA agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in this Agreement.

1.57 This section intentionally not used.

1.58 Compensation for Delivery of Traffic

1.58.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Article 21, (Reciprocal Compensation).

1.59 Ancillary Functions

1.59.1 Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. AT&T CALIFORNIA agrees to provide Ancillary Functions to CLEC as set forth in Articles 12, 16 and related Schedules.

1.60 Other Requirements and Attachments

1.60.1 This Agreement incorporates a number of listed Articles and Schedules which, together with their associated Appendices, Exhibits, and Addenda (collectively, "attachments" and individually, "an attachment"), constitute the entire Agreement between the Parties. It is understood that the titles of these attachments are for convenience of reference only, and are not intended to limit the applicability which any particular attachment may otherwise have.

1.60.2 Appended to this Agreement and incorporated herein are the Articles and Schedules listed in the Table of Contents. To the extent that any definitions, terms or conditions in any given attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular attachment. In particular, if an attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that attachment will control the length of time that services or activities are to occur under the attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the attachment.

ARTICLE 2
GENERAL SERVICE RELATED PROVISIONS

2.0 General Service Related Provisions.

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles 3 and 4 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 AT&T CALIFORNIA'S unbundled Network Elements pursuant to Article 9, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center in the trunking plans attached to the Notices of Interconnection and agreed to by the Parties. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Article 3, Section 3.10.4. Trunking plans exchanged by the Parties 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.

2.2 Bona Fide Request. Any request by CLEC that is not otherwise provided by the terms of this Agreement or by order or rule of the Commission at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 Use of Services. Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to AT&T CALIFORNIA 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 3
INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.0 Interconnection Pursuant to Section 251(c)(2).

3.1 Scope. Article 3 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 4 and 5 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article 3 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.

3.2 Interconnection Points

3.2.1 In each LATA where the Parties interconnect, CLEC and AT&T CALIFORNIA shall Interconnect their networks at the correspondingly identified AT&T CALIFORNIA Tandem Switch Center POIs and CLEC Switch Center POIs in such LATAs 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.

3.2.2 As provided in Section 251(c)(2) of the Act, CLEC, at its option, may request and AT&T will provide Interconnection of its facilities and equipment to AT&T CALIFORNIA's network at any technically feasible point in AT&T CALIFORNIA's network, including a mid-span meet arrangement.

3.2.3 With respect to the POI selected for the delivery of traffic, each party may: (1) designate either a DS-1 or DS-3 interface at any POI location, (2) designate an OC-3, OC-12, OC-24 or OC-48 interface for any POI located at an AT&T CALIFORNIA tandem or facility hubbing location, or CLEC switching center, or (3), with the mutual agreement of the Parties, select another technically feasible interface. The interface will be commensurate with reasonable forecast of interconnection traffic at that POI.

3.2.4 Each Party shall: (i) provide trained personnel with adequate and compatible test equipment to work with each other's technicians, and (ii) provide maintenance and provisioning for their respective sides of the demarcation point.

3.2.5 Point of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

In many cases, multiple POI(s) may be necessary to increase operating efficiency for both parties. Both parties may negotiate the architecture in each location.

3.2.5.1 Where AT&T CALIFORNIA's end offices subtend another ILEC's tandem switch for local traffic and/or exchange access, CLEC may, at its discretion, interconnect with AT&T CALIFORNIA for local traffic and/or exchange access utilizing the other ILEC's tandem switch or at the AT&T CALIFORNIA end office. If CLEC elects interconnection via the third party tandem switch, it shall designate a POI within the operating territory of AT&T CALIFORNIA and deliver its originating traffic to AT&T CALIFORNIA at this POI. Each party is responsible for the facilities on its side of any POI(s) established under such conditions. Each party is responsible for ensuring that any facilities provided by a third party on its side of any POI in such an interconnection arrangement comply with the provisions of this interconnection agreement. In such circumstances, AT&T CALIFORNIA shall remain responsible to deliver its originating traffic to CLEC at CLEC's switch or such other mutually agreeable POI(s). However, such switch or POI(s), whichever is applicable, must be within the LATA and within AT&T CALIFORNIA's operating territory where the traffic originates.

3.2.5.2 Each Party is responsible for the facilities to its side of the POI(s). Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility(ies) between its switch locations, and the applicable POI(s). The Parties agree to provide sufficient facilities for the Interconnection trunk groups for the exchange of traffic between CLEC and AT&T CALIFORNIA.

3.2.6 If CLEC elects Collocation as an Interconnection method or the Parties agree to a network architecture that requires AT&T CALIFORNIA to Interconnect with CLEC's facilities via Collocation, CLEC agrees to provide to AT&T CALIFORNIA Collocation for purposes of that Interconnection set forth in Section 3.4.2. CLEC agrees that the provisions in Section 3.4.2 and any future Interconnection methods are non-discriminatory and no less favorable than CLEC provides to other similarly situated Telecommunications Carriers. Any such future Interconnection methods shall be submitted in the form of an amendment to the Commission for approval.

3.2.7 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from each CLEC Switch Center in the LATA to each, AT&T CALIFORNIA, combined local and Access Tandem or local Tandem, where CLEC originates or terminates local and/or toll traffic with AT&T CALIFORNIA.

3.2.8 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling, and Meet-Point trunk groups.

3.2.9 Either Party may combine originating local and intraLATA toll with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the

other Party. CLEC will not send any Local traffic to an AT&T CALIFORNIA Tandem that has been designated by AT&T CALIFORNIA as an Access only Tandem**.** This traffic will be billed at access rates.

3.3 CLEC Methods of Interconnection. In addition to Collocation in AT&T CALIFORNIA's Switch Center or Fiber Meet as currently provided for in the Agreement, CLEC may interconnect with AT&T CALIFORNIA for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in CLEC's network for termination on AT&T CALIFORNIA's network by using the methods of Interconnection described below:

3.3.1 CLEC will transport Local Traffic and IntraLATA Toll Traffic to AT&T CALIFORNIA's Tandem Offices by using trunks (i.e., DS1's) on existing DS3 access facilities between CLEC's Switch Center POIs and the AT&T CALIFORNIA Tandem Office POI. Such facilities may be provided by AT&T CALIFORNIA, CLEC, other vendors used by CLEC or AT&T CALIFORNIA, or a combination thereof.

3.3.2 CLEC may obtain facility capacity for network interconnection trunking: (i) from AT&T CALIFORNIA under its access tariff, (ii) from AT&T CALIFORNIA under Article 9 of the Agreement, (iii) from CLEC's own facility inventory, or (iv) from an alternative access vendor.

3.3.3 Intra-building Interconnection. Where both parties have a presence within a central office building (e.g., condominium arrangement, point of presence or POP hotel) or between two adjacent central office buildings utilizing an intra-building cable.

The following terms and conditions will apply to intra-building connections:

3.3.3.1 CLEC may designate the use of either a fiber optic cable or coax (i.e., DS-3 ABAM) cable;

3.3.3.2 such cable will be installed via the shortest practical route between the AT&T California and CLEC’s equipment;

3.3.3.3 CLEC will be responsible for the reasonably incurred installation and maintenance costs for such cable;

3.3.3.4 CLEC will have sole use of the cable unless the parties mutually agree to joint use and an allocation of financial responsibility and apportionment of the facility capacity of the cable; and

3.3.3.5 No other charges shall apply to CLEC’s use of the facilities over such arrangement.

3.3.4 Physical Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an AT&T CALIFORNIA Tandem or, at CLEC's option, End Office and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Article 12.

3.3.5 Virtual Collocation Interconnection. When CLEC provides its own facilities or uses the facilities of a third party to an AT&T CALIFORNIA Tandem or, at CLEC's option, End Office and wishes for AT&T CALIFORNIA to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Article 12 Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3.6 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.5 of this Article.

3.3.7 Third Party Facilities – Where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

3.3.8 Fiber Meet Interconnection as described in Section 3.8.

3.3.9 Any other technically feasible Interconnection method which is consistent with the Act.

3.4 AT&T CALIFORNIA Methods of Interconnection.

3.4.1 AT&T CALIFORNIA will Interconnect with CLEC for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T CALIFORNIA's network for termination on CLEC's network by using one of the following methods or such other methods as may be agreed upon by the Parties:

a) Subject to the mutual agreement of the Parties, in those CLEC Switches where AT&T CALIFORNIA does not have an existing LEC Access Equipment Room by terminating in space allocated for Interconnection in such CLEC Switches; the prices for such Interconnections shall be the same as for the method or interconnection described in Section 3.4.2, below, and the process for such Interconnection will be defined by an Operations Team consisting of representatives of the Parties;

b) Subject to the mutual agreement of the Parties, in those CLEC Switches where AT&T CALIFORNIA does have an existing LEC Access Equipment

Room, Collocation in the LEC Access Equipment Room in CLEC's Switch Centers as described in Section 3.4.2 below;

c) Subject to the mutual agreement of the Parties, leasing of DS1 facilities from CLEC as described in Section 3.6; or

d) Leasing facilities from third parties' collocated in CLEC's space as described in Section 3.4.6.

3.4.2 Where AT&T CALIFORNIA has and or chooses a Space License in the LEC Access Equipment Room in CLEC's Switch Center, AT&T CALIFORNIA may transport Local Traffic and IntraLATA Toll Traffic to the designated POI in CLEC's Switches by using its self-provided facilities that are terminated in AT&T CALIFORNIA's equipment located in the LEC Access Equipment Room in CLEC's Switch Center used to provide Total Service Access for CLEC or in CLEC provided equipment (when both CLEC and AT&T CALIFORNIA are located in the same building).

3.4.2.1 A Space License will be furnished by CLEC under the same terms and conditions that it is provided today to AT&T CALIFORNIA for total service access terminal equipment. However, since these terms and conditions may vary from CLEC Switch Center to CLEC Switch Center, CLEC agrees that the terms and conditions described in Schedule 3.1 of the Agreement will apply. CLEC agrees to provide such Space License on a non-discriminatory basis in accordance with the requirements of Section 3.2.6 of the Agreement and Section 202(a) of the Act.

3.4.2.2 In order to accommodate this method of Interconnection, AT&T CALIFORNIA may utilize existing equipment installed for the purposes of providing total service access for CLEC's use or place additional equipment in the space.

3.4.2.3 AT&T CALIFORNIA will interconnect with CLEC at each CLEC Switch Center in the LATA from each AT&T CALIFORNIA Tandem Switch Center at which CLEC elects to interconnect with AT&T CALIFORNIA. In those LATAs where CLEC does not a have a Switch or where CLEC has customers served by a Switch in another LATA, CLEC will designate a POI in the LATA where AT&T CALIFORNIA will interconnect with CLEC. Any transport of traffic beyond that POI will be CLEC's responsibility and at CLEC's cost. If CLEC has more than one local switch in the same building, the interconnection POI for all switches may be located in the same physical space.

3.4.2.4 AT&T CALIFORNIA must Interconnect with CLEC at a DS1 bandwidth. CLEC may allow Interconnection at other bandwidths where technically feasible and mutually agreeable at termination charges to be agreed upon by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing

Schedule. If the facility is terminated to CLEC at a DS3 level, AT&T CALIFORNIA must purchase 28 DS1 Collocation Termination charges and DS3 to DS1 multiplexing from CLEC.

3.4.3 Intra-building Interconnection – where both Parties have constructed broadband facilities into a building (*e.g.*, a commercial building that is not a telephone central office or a telephone central office condominium arrangement,) and agree to establish a POI at such location. Such arrangements will be subject to mutual agreement by both parties.

3.4.4 Fiber Meet Interconnection as described in Section 3.8.

3.4.5 Leased Facility Interconnection. Where facilities exist, either Party may lease facilities from the other Party as defined in Section 3.5 of this Article.

3.4.6 Third Party Facilities – Where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

3.4.7 Any other technically feasible Interconnection method which is consistent with the Act.

3.5 Leasing of Facilities – Both Parties.

3.5.1 AT&T CALIFORNIA offers leased facilities from the applicable Access Tariff.

3.5.2 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

3.5.3 In addition, either Party may lease facilities from the other Party upon mutual agreement. Leased facilities may be used as: (i) a permanent method of Interconnection, or (ii) an interim method of Interconnection if either Party does not have sufficient capacity on its transport equipment.

3.6 AT&T CALIFORNIA Leasing of Facilities from CLEC.

3.6.1 Where AT&T CALIFORNIA chooses to lease facilities from CLEC as the method of Interconnection, AT&T CALIFORNIA will transport traffic to the designated POI in CLEC's Switch Centers by using DS1 facilities furnished by CLEC. Such facilities will be used by AT&T CALIFORNIA solely for purposes of delivering Local Traffic and IntraLATA Toll Traffic originating in AT&T CALIFORNIA's network for termination on CLEC's local network. The POI will be established pursuant to the requirements of Section 3.2.

3.6.1.1 If AT&T CALIFORNIA requests to lease CLEC provided facilities, CLEC will determine the availability of DS1 transport capacity between AT&T CALIFORNIA and CLEC in order to fulfill the Interconnection access request. If capacity is available, CLEC will notify AT&T CALIFORNIA and provide Connecting Facility Assignments (CFA). If DS1 capacity is not available from CLEC provided facilities, CLEC will notify AT&T CALIFORNIA that CLEC will not fulfill the Interconnection access request. CLEC will have no obligation to add facilities to meet AT&T CALIFORNIA request.

3.6.1.2 If AT&T CALIFORNIA leases facilities from CLEC, such facilities will be provided pursuant to CLEC's standard terms and conditions for that service, except that the rates specified in the Pricing Schedule shall supersede the corresponding rates in such standard terms and conditions.

3.6.1.3 The standard interval for CLEC provided facilities is thirty-three (33) Business Days from the date of receipt of AT&T CALIFORNIA's ASR. However, the initial request for Interconnection at an CLEC Switch Center will be regarded as a project and therefore require negotiated intervals on an individual case basis.

3.6.2 Where AT&T CALIFORNIA elects to Interconnect with CLEC using the method described in Section 3.4.2 and does not have sufficient capacity on its transport equipment in the LEC Access Equipment Room in CLEC's Switch Center to meet the Interconnection traffic requirements, AT&T CALIFORNIA may use facilities leased from CLEC. CLEC will provide AT&T CALIFORNIA ninety (90) calendar days prior notice of its intent to begin accepting incoming traffic from AT&T CALIFORNIA. Interim facilities leased from CLEC will be provided by CLEC pursuant to the requirements of Section 3.6.1, subject to the following:

3.6.2.1 If AT&T CALIFORNIA elects to use CLEC provided DS1 facilities for an interim period, AT&T CALIFORNIA will pay CLEC the non-recurring charge and the monthly recurring charge for these facilities, subject to the discount described below.

3.6.2.2 No discounts shall apply if the additional equipment that AT&T CALIFORNIA must install can be added to existing bays in the space.

3.6.2.3 If AT&T CALIFORNIA elects the addition of a new bay to complete Interconnection via a Space License, and CLEC gives AT&T CALIFORNIA less than ninety (90) calendar days advance notice of its intention to accept incoming traffic, the DS1 rate will be reduced by one sixtieth (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 one hundred and fifty (150) calendar days from the date CLEC informed AT&T CALIFORNIA of its intention to accept incoming traffic.

At the one hundred and fifty first (151st) calendar day, the discounts will no longer apply. AT&T CALIFORNIA may use these facilities as a permanent method of Interconnection or to transition to physical a Space License as a method of Interconnection. If AT&T CALIFORNIA opts to transition to a Space License facilities, CLEC will waive additional non-recurring charges. If AT&T CALIFORNIA elects to keep leased facilities as a permanent method of Interconnection, CLEC will bill AT&T CALIFORNIA for, and AT&T CALIFORNIA will repay, the discounts that were applied in the interim period.

3.7 CLEC Leasing of Facilities from AT&T.

3.7.1 CLEC will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

3.7.2 Any request by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered by AT&T CALIFORNIA under the Bona Fide Request (**"BFR"**) Process set forth in Schedule 2.2 of the Agreement.

3.8 Fiber-Meet.

3.8.1 Fiber Meet Interconnection between AT&T CALIFORNIA and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an AT&T CALIFORNIA Tandem or End Office within each LATA.

3.8.2 Where the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single point to point linear chain Synchronous Optical Network ("SONET") transmission system.

3.8.3 The Parties shall, solely at their own expense, procure, install and maintain the agreed-upon Fiber Optic Terminal (**"FOT"**) equipment, multiplexing and fiber in each of their locations where the Parties establish a Fiber Meet for the purposes of interconnection, in capacity sufficient to provision and maintain all local and local/intralata toll trunk groups prescribed by Articles 3 and 4.

3.8.4 There are currently four basic Fiber Meet design options. They are:

3.8.4.1 Design One: CLEC's fiber cable (four fibers) and AT&T CALIFORNIA's fiber cable (four fibers) are connected at a technically feasible point between CLEC and AT&T CALIFORNIA locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross-connected on a fiber termination

panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.8.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or AT&T CALIFORNIA designated) manhole at the AT&T CALIFORNIA Tandem or End Office switch. AT&T CALIFORNIA shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant ("OFR") cable for AT&T CALIFORNIA to pull the fiber cable through the AT&T CALIFORNIA cable vault and terminate on the AT&T CALIFORNIA fiber distribution frame ("FDF") in AT&T CALIFORNIA's office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T CALIFORNIA shall take the fiber from the manhole and terminate it inside AT&T CALIFORNIA's office on the FDF at AT&T CALIFORNIA's expense. In this case the POI shall be at the AT&T CALIFORNIA designated manhole location.

3.8.4.3 Design Three: AT&T CALIFORNIA will provide fiber cable to the last entrance (or CLEC designated) manhole at CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable AT&T CALIFORNIA to deliver fiber optic facilities into that manhole. AT&T CALIFORNIA will provide a sufficient length of Optical Fire Resistant ("OFR") cable for CLEC to run the fiber cable from the manhole and terminate on CLEC fiber distribution frame ("FDF") in CLEC's location. AT&T CALIFORNIA shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at CLEC designated manhole location.

3.8.4.4 Design Four: Both CLEC and AT&T CALIFORNIA each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. AT&T CALIFORNIA will provide the fibers associated with the "working" side of the system. CLEC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the AT&T CALIFORNIA location.

3.8.5 Other design options that are technically feasible and consistent with the Act may be used by the Parties and implemented as mutually agreed to by the Parties.

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

3.8.7 For Fiber-Meet arrangements, each Party will be responsible for: (i) providing its own transport facilities to the Fiber-Meet, and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.8.8 Neither Party will be allowed to access the Data Communications Channel (**"DCC"**) of the other Party's Fiber Optic Terminal (**"FOT"**) equipment. The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.8.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

3.8.10 CLEC and AT&T CALIFORNIA will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities.

3.9 Intentionally Left Blank

3.10 Interconnection in Additional LATAs.

3.10.1 If CLEC determines to offer Telephone Exchange Service within AT&T CALIFORNIA's service areas in any additional LATA, CLEC shall provide written notice to AT&T CALIFORNIA of its need to establish Interconnection POI(s) within such LATA pursuant to this Agreement.

3.10.2 The notice provided in Section 3.10.1 shall include for each LATA a Network Information Sheet-NIS (See CLEC to AT&T NETWORK INFORMATION SHEET Attachment # 1) and a Forecast. For a joint planning meeting to be convened, the NIS will be filled out with the following minimum information: (i)

Roman Numeral I, Items 1, 2, and 5 completely filled out, and (ii) a non-binding forecast of CLEC's trunking requirements.

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

3.10.4 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 and fifty (150) calendar days. Unless otherwise agreed to by the Parties, the interconnection Activation Date in each new LATA or each new Interconnection Point within a LATA shall be the earlier of: (1) the date mutually agreed by the Parties which time shall be reasonably related to the actual time needed for activation, (2) the date that is a maximum of one-hundred and fifty (150) calendar days after the date on which CLEC delivered notice to AT&T CALIFORNIA pursuant to Section 3.10.1. The Parties acknowledge that circumstances may affect their ability to activate the interconnection within the 150 day period. Either Party may request that the 150 day period be expanded by giving notice to the other Party of a circumstance requiring expansion. Upon receipt of such notice, the Parties agree to meet and agree upon a modified activation due date. Within ten (10) business days of AT&T CALIFORNIA's receipt of CLEC's notice, AT&T CALIFORNIA and CLEC shall confirm the AT&T CALIFORNIA Interconnection Wire Center, the CLEC Interconnection Wire Center and the Interconnection Activation Date by mutually agreeing to a Trunk Plan.

3.11 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 AT&T CALIFORNIA Tandem Switches, CLEC shall be entitled, upon written notice thereof to AT&T CALIFORNIA, to establish such Interconnection, and the terms and conditions of this Agreement shall apply to such Interconnection. If AT&T CALIFORNIA deploys additional switches in a LATA after the Effective Date, or otherwise wishes to establish Interconnection with additional CLEC Switch Centers, AT&T CALIFORNIA 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 AT&T CALIFORNIA establishes an additional Tandem Switch or CLEC establishes an additional Switch Center in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections relating to Tandem Switches or Switch Centers that serve the other

Party's Customers within the Exchange Areas served by such Tandem Switches or Switch Centers, as the case may be.

3.12 Nondiscriminatory Interconnection. Interconnection shall be equal in quality as provided in Section 251 (c)(2)(C) of the Act and on rates, terms and conditions consistent with Section 251(c)(2)(D) of the Act. If CLEC requests an Interconnection that is of a different quality than that provided by AT&T CALIFORNIA 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.

3.13 Network Management.

3.13.1 CLEC and AT&T CALIFORNIA shall work cooperatively to install and maintain a reliable network. CLEC and AT&T CALIFORNIA shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.13.2 CLEC and AT&T CALIFORNIA shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion. Routing of the respective Networks should be based on the routing outlined within the LERG, when technically feasible.

3.13.3 CLEC and AT&T CALIFORNIA shall participate in a joint engineering review of Trunk Usage Report data every six (6) months to identify changes needed in the trunking that exists between CLEC Switch Centers and AT&T CALIFORNIA Tandem Switches with the objectives of, (1) minimizing blocking, (2) optimizing trunk utilization, (3) identifying low trunk utilization, (4) identifying modifications to the existing trunk network to improve trunking efficiency.

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

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

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

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

3.14 911 Service.

3.14.1 911 Arrangements are arrangements for routing 911 calls from CLEC Customers to the appropriate Public Safety Answering Point (**"PSAP"**), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. AT&T CALIFORNIA shall provide 911 Arrangements to CLEC as described in this Section 3.14 in each exchange in which: (i) CLEC is authorized to provide local exchange services, and (ii) AT&T CALIFORNIA is the 911 service provider. The provisions in this Section 3.14 apply only to 911 Arrangements provided as Ancillary Functions. 911 functionality for Unbundled Network Element Combinations and for Local Service Resale shall be governed by provisions in Article 9 (Access to Unbundled Network Elements) and Article 10 (Resale at Wholesale Rates) of this Agreement. In providing 911 Arrangements to CLEC, AT&T CALIFORNIA shall comply with all laws, rules and regulations concerning emergency services.

3.14.2 Service and Facilities Provided.

(a) AT&T CALIFORNIA will provide CLEC with multiplexing at a designated AT&T CALIFORNIA Central Office at the rates set forth in the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. AT&T CALIFORNIA will also provide CLEC upon request with dedicated trunking from the AT&T CALIFORNIA Central Office to the designated AT&T CALIFORNIA Control Office(s) with sufficient capacity to route CLEC's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the Pricing Schedule or applicable state tariff. If CLEC forwards the ANI information of the calling party to the Control Office, AT&T CALIFORNIA will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, AT&T CALIFORNIA will display a Central Office identification code for display at the PSAP.

(b) CLEC will provide a minimum of two (2) one-way outgoing channels per diverse path to route originating 911 traffic from CLEC's End Office(s) to the AT&T CALIFORNIA 911 Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 3.14.5. CLEC may, at its option, acquire such trunking from AT&T CALIFORNIA at rates, terms and conditions provided in AT&T CALIFORNIA's tariffed DS1 rates.

(c) AT&T CALIFORNIA shall assure sufficient capacity at the 911 tandem or selective router to meet CLEC's requests for interconnection within thirty (30) business days after receipt of the request. When AT&T CALIFORNIA network force and load conditions require a longer implementation timeframe, AT&T CALIFORNIA will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem shall be established to provide path and route diversity when technically feasible.

(d) AT&T CALIFORNIA shall provide the following information to CLEC, and shall promptly notify CLEC of any changes:

(1) AT&T CALIFORNIA processes and requirements for ordering trunks for 911 service and interconnection to the 911 tandem or selective router.

(2) Trunk group specifications.

(3) E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and TS (Two Six) code and address.

(4) Description of AT&T CALIFORNIA's diversity for facility routing, where technically feasible.

(5) Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

(6) The TGDG will provide specific information on AT&T CALIFORNIA Selective Routers for each rate center/NPA-NXX to assist CLEC in designing its 911 trunk groups.

(7) Intentionally left blank.

(8) ALI interface information and access to the DMS sufficient, when combined with other Unbundled Network Elements, to allow CLEC to

provide services to its own End Users equivalent to the ALI services provided by AT&T CALIFORNIA for its End Users.

(e) AT&T CALIFORNIA shall route E911 calls delivered by CLEC to AT&T CALIFORNIA' 911 tandems or selective routers to PSAPs. AT&T CALIFORNIA shall provide to the PSAPs and validate CLEC Customer information from the ALI/ANI database.

(f) AT&T CALIFORNIA will provide to CLEC a complete copy of the Master Street Address Guide (**"MSAG"**) that will specify valid address ranges for Customers within the Exchange Areas served by CLEC. The MSAG will be provided in a media and format usable with personal computers, free of charge, once each year, and AT&T CALIFORNIA shall provide electronic updates monthly. AT&T CALIFORNIA shall cooperate with CLEC to ensure the accuracy of information about CLEC Customers in the MSAG and shall assist in resolving any errors. AT&T CALIFORNIA shall notify PSAPs of any errors in the MSAG concerning CLEC Customers. The MSAG will be provided by exchange rate center or community upon request.

(g) AT&T CALIFORNIA will coordinate access to the AT&T CALIFORNIA ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:

(1) AT&T CALIFORNIA 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. AT&T CALIFORNIA shall confirm receipt of this data as described in Section 3.14.2(n);

(2) Coordination of error resolution involving entry and update activity;

(3) Provisioning of specific 911 routing information on each access line;

(4) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 911 call.

(h) AT&T CALIFORNIA shall provide an electronic interface to the ALI/DMS database, through which CLEC or its agent may provide a daily update of CLEC Customer Information. AT&T CALIFORNIA shall provide CLEC with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). AT&T CALIFORNIA shall provide error reports from the ALI/DMS database to CLEC within one (1) business day after CLEC or its agent enters information into the ALI/DMS database.

(i) Where AT&T CALIFORNIA manages the E911 Database, AT&T CALIFORNIA shall provide CLEC access to the E911 Database to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

(j) AT&T CALIFORNIA shall provide CLEC query access to the ALI/DMS database to verify the accuracy of CLEC Customer information.

(k) CLEC shall pay AT&T CALIFORNIA charges as set forth in the Pricing Schedule or in the applicable state tariff in states where 911 tariffs exist.

(l) In the event of an AT&T CALIFORNIA or CLEC 911 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 911 Service between the Parties.

(m) AT&T CALIFORNIA will provide the order number and circuit identification code in advance of the service due date.

(n) CLEC or its third party agent will provide Automatic Location Identification (ALI) data to AT&T CALIFORNIA for use in entering the data into the 911 database. The initial ALI data will be provided to AT&T CALIFORNIA in a format prescribed by AT&T CALIFORNIA. CLEC is responsible for providing AT&T CALIFORNIA updates to the ALI data and error corrections which may occur during the entry of ALI data to the AT&T CALIFORNIA 911 Database System. CLEC shall reimburse AT&T CALIFORNIA for any additional database charges incurred by AT&T CALIFORNIA for errors in ALI data updates caused by CLEC or its third party agent. AT&T CALIFORNIA 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.

(o) CLEC will monitor the 911 circuits for the purpose of determining originating network traffic volumes. CLEC will notify AT&T CALIFORNIA if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

(p) Incoming trunks for 911 shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.

3.14.3 Compensation. In addition to the amounts specified in Section 3.14.2, CLEC shall compensate AT&T CALIFORNIA as set forth in the Pricing Schedule or based upon tariff pricing in States where 911 tariffs have been filed.

3.14.4 Additional Limitations of Liability Applicable to E911/911 Service.

(a) AT&T CALIFORNIA is not liable for the accuracy and content of ALI data that CLEC delivers to AT&T CALIFORNIA. CLEC is responsible for maintaining the accuracy and content of that data as delivered.

3.14.5 911 Interconnection for Primary and Diverse Routes. CLEC's point of Interconnection for E911/911 Service can be at the AT&T CALIFORNIA Central Office, a Collocation point, or via a facility provisioned directly to the AT&T CALIFORNIA 911 Selective Router. 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 AT&T CALIFORNIA Central Office(s). Trunks between the AT&T CALIFORNIA Central Office and the AT&T CALIFORNIA Control Office shall be delivered by AT&T CALIFORNIA within thirty (30) business days after receipt of the request. When AT&T CALIFORNIA network force and load conditions require a longer implementation timeframe, AT&T CALIFORNIA will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, CLEC and AT&T CALIFORNIA will cooperate to promptly test all transport facilities between CLEC's network and the AT&T CALIFORNIA Control Office to assure proper functioning of the 911 service. CLEC will not turn-up live 911 traffic until successful testing is completed by both parties.

3.14.6 AT&T CALIFORNIA will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where CLEC provides facility based local exchange service.

3.14.7 CLEC will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911-trunk group. When a unique default routing condition is present, CLEC shall provide sufficient trunking and facilities to accommodate those default PSAP requirements. CLEC is responsible for requesting facilities routed diversely for 911 interconnection.

3.14.8 CLEC will be responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T CALIFORNIA 911 Selective Router Office(s).

3.14.9 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route calls from its End Users to the proper E911 SR.

3.14.10 CLEC will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (e.g. collocation). AT&T CALIFORNIA will be responsible for the coordination and restoration of all 911-network maintenance problems beyond the demarcation (e.g. collocation). CLEC is responsible for advising AT&T CALIFORNIA of the circuit identification when notifying AT&T CALIFORNIA of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T CALIFORNIA will refer network trouble to CLEC if no defect is found in AT&T CALIFORNIA's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

3.14.11 Once E911 trunking has been established and tested between CLEC's End Office and appropriate SR, CLEC or its representatives shall be responsible for providing CLEC database records to AT&T CALIFORNIA for inclusion in AT&T CALIFORNIA's DBMS on a timely basis. AT&T CALIFORNIA and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC End Users.

3.14.12 CLEC or its third party agent shall provide initial and ongoing updates of customer 911 records (i.e., telephone numbers, addresses, etc.) in electronic format based upon established NENA industry standards.

3.14.13 CLEC shall adopt use of a Company ID in accordance with NENA standards on all CLEC database records. The Company ID will be used to identify the carrier of record in facility configurations. CLEC data shall be validated against the MSAG via the DBMS.

3.14.14 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new NPA/NXXs.

ARTICLE 4
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article 4 prescribes parameters for trunk groups (the **"Local/IntraLATA Trunks"**) to be effected over the Interconnections specified in Article 3 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

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

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall provision and maintain its own one (1)-way trunks to deliver calls originating on its own network and routed to the other Party's network. Each Party will be responsible (including financially) for providing all of the facilities and engineering on its respective side of each point of interconnection ("POI") except as set forth in Section 4.3.2 below. CLEC must establish one or more POI(s) within the operating territory in the LATA where AT&T operates as an incumbent LEC, and such POI(s) must be used by CLEC to originate CLEC Local/IntraLATA traffic in such LATA. AT&T shall deliver its originating traffic to CLEC at CLEC's switch or such other mutually agreeable POI(s) and such switch or POI(s), whichever is applicable, must be within the LATA and within AT&T CALIFORNIA's operating territory where the traffic originates.

4.3.2 In a one (1) way trunking architecture, each Party originating Local/IntraLATA traffic ("Originating Party") shall compensate the Party terminating such traffic ("Terminating Party") for any transport that is used to carry such Originating Party's Local/IntraLATA traffic between the POI and the Terminating Party's switch serving the terminating end user or its designated Point of Presence ("POP").

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4.3.4 A one-way trunk group for ancillary services (e.g. OS/DA, mass calling, 911) can be established between an CLEC Switch Center and an AT&T CALIFORNIA Tandem. These trunk groups will utilize Signaling System 7 ("SS7") or multi-frequency ("MF") signaling protocol. SS7 signaling is the preferred protocol with the exception of Mass calling choke trunks that will utilize MF signaling. CLEC will have administrative control of all one-way trunk groups from CLEC to AT&T CALIFORNIA.

4.3.5 Notwithstanding anything to the contrary contained in this Article 4, if CLEC originated traffic volumes on a one-way tandem trunk group exceeds the CCS busy hour equivalent of one (1) DS1 for 3 consecutive months to a certain AT&T CALIFORNIA end office, CLEC shall, within sixty (60) days after such occurrence, establish a new direct trunk group for such originating traffic to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan. Upon request, AT&T CALIFORNIA will provide a DS-1 facility between an CLEC POI at an AT&T CALIFORNIA wire center and the applicable AT&T CALIFORNIA End Office(s) for CLEC's use in establishing the new direct trunk groups(s). AT&T CALIFORNIA will charge CLEC the AT&T CALIFORNIA's UNE DS-1 Interoffice Mileage Fixed and Per Mile rates listed in the Pricing Schedule for such DS-1 facility(ies). Also, should one Party choose to segregate onto a direct end office trunk group traffic that is equal to or greater than 500 busy hour CCS level, the other Party shall accept such trunk group. Should one Party choose to segregate onto a direct end office trunk group traffic that is less than a 500 busy hour CCS level, the other Party shall not unreasonably reject such trunk group.

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

4.3.7 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.

4.3.8 Intentionally left blank

4.3.9 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party or will initiate a joint planning discussion:

4.3.9.1 Within twenty (20) business days after receipt of the TGSR, or

4.3.9.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process, the intervals used for the provisioning process will be the same as those used for AT&T CALIFORNIA's Switched Access service.

4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (**"ASR"**). CLEC will have administrative control for the purpose of issuing ASR's on all two-way trunk groups. In AT&T CALIFORNIA where one-way trunks are used (as discussed in Section 4.3.1), AT&T CALIFORNIA will issue ASRs for trunk groups for traffic that originates in AT&T CALIFORNIA and terminates to CLEC. CLEC will issue ASRs for trunk groups for traffic that originates in CLEC and terminates to AT&T

CALIFORNIA. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

4.3.11 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (**"TGSR"**) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (**"ATIS"**) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

4.3.12 In a blocking final situation, a TGSR will be issued by either Party when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR. The Party issuing the ASR will note "Service Affecting" on the ASR.

4.3.13 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where underutilization of interconnection trunks and facilities exists will be handled in the following manner:

4.3.13.1 If a trunk group is under seventy five percent (75%) of CCS capacity on a monthly average basis, for any consecutive one-hundred thirty five (135) day period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty five percent (25%) excess capacity. The Parties will work cooperatively to resize underutilized trunk groups that have met the above criteria. In all cases grade of service objectives shall be maintained.

4.3.13.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

4.3.13.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

4.3.13.4 If AT&T CALIFORNIA does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20)

business day period, AT&T CALIFORNIA will contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational and after appropriate escalation under Section 1.9.3 of Article 1, then AT&T CALIFORNIA will invoke the formal Dispute Resolution procedures as outlined in Section 1.9.5 of Article 1.

4.3.14 Projects require the coordination and execution of multiple orders or related activities under single or multiple orders between and among AT&T CALIFORNIA and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Implementation of orders that comprise a Project, i.e., greater than four (4) DS-1s, shall be jointly planned and coordinated. Notwithstanding the preceding provision, the Parties agree that AT&T CALIFORNIA's daily turn-up commitment is up to 6 DS-1s per day.

4.3.15 Due dates for the installation of Local Interconnection Trunks covered by this Article shall be based on each of the AT&T CALIFORNIA's intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection service arrangement trunk(s) by the due date, CLEC will provide AT&T CALIFORNIA with a requested revised service due date that is no more than forty-five (45) calendar days beyond the original service due date. If CLEC requests a service due date change that exceeds the allowable service due date change period, the ASR must be canceled by CLEC. Should CLEC fail to cancel such ASR within ten (10) business days after notice to the Party specified in Section 1.9.3 of Article 1, AT&T CALIFORNIA shall treat that ASR as though it had been canceled.

4.3.16 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least five (5) business days to be utilized for engineering purposes, although with less statistical confidence.

4.3.17 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks

per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

4.3.18 In a one-way trunking architecture, if CLEC's originating transit traffic volumes exchanged between CLEC and a third-party carrier for three consecutive months exceed one (1) DS-1, CLEC will, within thirty (30) days, request and make commercially reasonable efforts to enter into agreements with third-party carriers to connect directly. In a two-way trunking architecture, if the collective traffic exchanged between CLEC and a third-party carrier for three consecutive months exceed one (1) DS-1, CLEC will, within thirty (30) days, request and make commercially reasonable efforts to enter into agreements with third-party carriers to connect directly.

4.3.18.1 For the avoidance of any doubt, the provisions of this Section shall not restrict any right that CLEC has under Applicable Law to access to unbundled Network Elements to exchange traffic with third-party carriers.

4.4 Grades of Service

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

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with this Agreement and the trunking plans agreed to by the Parties.

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

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

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

ARTICLE 5
TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 Scope of Traffic. Article 5 prescribes parameters for certain trunk groups (**"Access Toll Connecting Trunks"**) to be established over the Interconnections specified in Article 3 for the transmission and routing of Exchange Access traffic and 8YY traffic between CLEC Telephone Exchange Service Customers and Interexchange Carriers.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 CLEC shall establish Access Toll Connecting Trunks in GR-394-Core format by which it will 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.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of (Feature Group B and D) Exchange Access and 800/888 traffic to allow each Party's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to the other Party's access Tandem.

5.2.3 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 SBC CALIFORNIA utilizes to provide Exchange Access in such LATA. The Access Toll Connecting Trunks may, at CLEC's election, be 64 Kb Clear Channel trunks or 56Kb trunks. The parties agree that this Agreement does not limit CLEC from requesting other bandwidth levels or trunking parameters and SBC CALIFORNIA agrees that its acceptance of such a request will not be unreasonably withheld.

5.2.4 In each LATA where the parties are interconnected, each CLEC Switch Center in that LATA shall subtend a SBC CALIFORNIA access Tandem in that LATA.

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

5.3 8YY Interconnection

5.3.1 Trunk Ordering and Provisioning.

5.3.1.1 CLEC may order from SBC CALIFORNIA and SBC CALIFORNIA shall provide the trunking arrangements described in this Section 5.3 so that CLEC's customers may place outbound 8YY calls (i.e., 800, 888, 877 etc. prefix calls) to carriers other than CLEC and multi-carrier 8YY calls.

5.3.1.2 When Interconnecting at **AT&T CALIFORNIA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

5.3.1.3 When interconnecting at **AT&T CALIFORNIA**'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at **AT&T CALIFORNIA**'s 4E Access Tandems.

5.3.1.4 CLEC and SBC CALIFORNIA agree that CLEC may serve any CLEC customer using any CLEC Switch Center, including an CLEC Switch Center that is not physically located in the LATA where the CLEC customer and the SBC CALIFORNIA Tandem are located.

5.3.2 Intentionally left blank.

5.3.3 8YY Interconnection Arrangement.

5.3.3.1 Under 8YY Interconnection Arrangement, CLEC shall submit and SBC CALIFORNIA shall accept an ASR for trunk groups necessary for the transmission and routing of translated (i.e., "dipped") 8YY traffic to SBC CALIFORNIA from an CLEC or CLEC affiliate Switch Center (such as an 5ESS® or equivalent switch) that will perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database.

5.3.3.2 If the CLEC Switch is located in the same LATA as the serving SBC CALIFORNIA Tandem, the existing two-way TCT trunk group will connect the CLEC Switch to the serving SBC CALIFORNIA Tandem, or, in the case of a new interconnection, the two-way TCT trunks provisioned during the initial network turn-up would be used.

5.3.3.3 If the CLEC Switch Center performing Switching Service Point functions and queries to an Industry Toll-Free Database is not located in the same LATA as the serving SBC CALIFORNIA Tandem, the TCT trunk group shall be provisioned from a POI in the LATA in which both the originating CLEC customer and the serving SBC CALIFORNIA Tandem are located.

5.3.3.4 SBC CALIFORNIA and CLEC agree to jointly engineer the 8YY Interconnection Arrangement trunk groups to be used solely for the transmission and routing of either Local Traffic or Exchange Access traffic (both of which includes translated 8YY

traffic) to allow CLEC's Customers to connect to or be connected to SBC CALIFORNIA' end user customers or the interexchange trunks of any Interexchange Carrier that is connected to an SBC CALIFORNIA access Tandem or POI. CLEC added language is for clarity.

5.3.3.5 The 8YY Interconnection Arrangement trunk groups shall be jointly engineered as follows:

(1) CLEC may elect (at its sole discretion) to send its customers' originating non-translated 8YY calls to an CLEC Switch Center that is located outside the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the Parties will provision one-way trunk groups between a POI in the LATA in which the CLEC customer is located and the SBC CALIFORNIA Tandem switch in that LATA to allow these calls to be routed to those interexchange carriers connected to the SBC CALIFORNIA Tandem switch.

(2) Alternatively, CLEC may elect (at its sole discretion) to send its customers' non-translated 8YY calls to an CLEC Switch Center that is located within the LATA in which the CLEC customer is located to perform the necessary Switching Service Point functions and queries to an Industry Toll-Free Database. In such case, the parties will use the existing two-way 64 Kb TCT trunk groups between the CLEC Switch Center performing the necessary Switching Service Point functions and queries to an Industry Toll-Free Database and the SBC CALIFORNIA Tandem to allow these calls to be routed to those interexchange carriers connected to the SBC CALIFORNIA Tandem switch.

5.4 InterLATA (Meet Point) Trunk Group.

5.4.1 InterLATA traffic shall be transported between CLEC Switch Center and the SBC CALIFORNIA Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via an CLEC switch or SBC CALIFORNIA Access Tandem, as the case may be.

5.4.2 When SBC CALIFORNIA has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to one or more of SBC CALIFORNIA Access Tandems according to where CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall home its codes on tandems in the respective states. In all events codes shall be homed on at least one tandem within the LATA. CLEC will work with SBC tandem planning for NXX homing changes that may change tandem traffic volumes.

5.4.3 Should a tandem reach an exhaust condition such that traffic blocking becomes a possibility, CLEC shall work with SBC in rehoming codes to help alleviate the exhaust condition.

5.4.4 If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.5 SBC CALIFORNIA will not block switched access customer traffic delivered to any SBC CALIFORNIA Tandem for completion on CLEC's network. SBC CALIFORNIA shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer. SBC CALIFORNIA also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with SBC CALIFORNIA' Access Tandem(s).

5.5 Signaling.

5.5.1 The Parties will exchange SS7 signaling messages with one another, where and as available, to handle meet point billing traffic and transit traffic.

5.5.2 The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information (**"OLI"**).

5.5.3 For terminating FGD, each Party will pass any CPN it receives from other carriers.

5.5.4 All privacy indicators will be honored.

5.5.5 Where available, network signaling information such as Transit Network Selection (**"TNS"**) parameter (SS7 environment) will be provided by the Originating Party whenever such information is needed for call routing or billing. Where TNS information has not been provided by the Originating Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (**"OBF"**) adopted guidelines pertaining to TNS codes.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group. The Parties will cooperate to establish separate choke trunk groups for the completion of calls such as radio contest lines, etc., unless this is determined to be unnecessary by both parties because they have implemented "Call Gapping" software, or other call control measures. When completing a new interconnection in an existing LATA or a new interconnection in a new LATA, CLEC will establish a MF based choke trunk group if SBC CALIFORNIA has a Choke NPA in that LATA.

ARTICLE 6
FRAUD CONTROL, NETWORK SECURITY AND LAW ENFORCEMENT

6.1 Protection of Service and Property.

6.1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this Article, AT&T CALIFORNIA agrees to take the following reasonable and prudent steps, including but not limited to:

6.1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent AT&T CALIFORNIA provides this protection to its own facilities. AT&T CALIFORNIA will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. CLEC employees and authorized agents must display identification required by AT&T CALIFORNIA.

6.1.3 AT&T CALIFORNIA will follow mutually agreed upon notification procedures in the event it becomes necessary for a AT&T CALIFORNIA employee to enter into the exclusive CLEC collocated space.

6.1.4 Each Party will comply at all times with the other Party's, i.e., the Landlord's, security and safety procedures and requirements, including but not limited to sign in and identification requirements while in spaces which house or contain the other Party's equipment or equipment enclosures.

6.1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as AT&T CALIFORNIA has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

6.1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

6.1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as AT&T CALIFORNIA provides to itself.

6.1.8 Limiting the keys used in AT&T CALIFORNIA's keying systems for cages which contain or house CLEC equipment or equipment enclosures to AT&T

CALIFORNIA's employees or required safety personnel (in compliance with governing building or fire codes) for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. AT&T CALIFORNIA will change locks at CLEC's request. The expense will be borne by AT&T CALIFORNIA where a security breach is known or suspected and the breach is caused by AT&T CALIFORNIA.

6.1.9 Installing security studs in the hinge plates of doors having exposed hinges with removable pins that lead to spaces or equipment enclosures which house or contain CLEC equipment, provided CLEC has requested the installation of such security studs and has agreed to pay the full expense for such installation.

6.1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

6.1.11 Providing notification to designated CLEC personnel to report any actual or attempted security breach involving CLEC's equipment or equipment enclosures as soon as reasonably practicable after AT&T CALIFORNIA has become aware of such actual or attempted security breach.

6.1.12 Each Party agrees to provide to the other Party its back-up and recovery plan for review and reasonable acceptance by the other Party to be used in the event of a security system failure or emergency.

6.1.13 In the event that Article 12, Physical Collocation, or Virtual Collocation address any matter also covered by this Article, the provisions of Article 12, Physical Collocation, or Virtual Collocation prevail.

6.2 Data and System Protection.

6.2.1 Joint Security Requirements.

6.2.1.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

6.2.1.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified

individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

6.2.1.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

6.2.1.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

6.2.1.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or AT&T CALIFORNIA network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

6.2.1.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

6.2.2 Additional Responsibilities of Both Parties.

6.2.2.1 Modem/DSU Maintenance And Use Policy. To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T CALIFORNIA's premises, such maintenance will be provided under terms agreed to by the Parties.

6.2.2.2 Monitoring. Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

6.2.2.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other

"at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

6.2.2.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

6.2.2.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

6.2.2.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T CALIFORNIA, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T CALIFORNIA will work together to resolve problems where the responsibility of either Party is not easily identified.

6.2.3 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel.

6.2.3.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T CALIFORNIA, respectively, as the providers of the computer, network or information in question.

6.2.3.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

6.2.4 General Policies.

6.2.4.1 Each Party's resources are for approved business purposes only.

6.2.4.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

6.2.4.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

6.2.4.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

6.2.4.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

6.2.5 User Identification.

6.2.5.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

6.2.5.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

6.2.5.3 Userids will be revalidated pursuant to each Party's corporate policies.

6.2.6 User Authentication.

6.2.6.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

6.2.6.2 Passwords must not be stored in script files.

6.2.6.3 Passwords must be entered by the user in real time.

6.2.6.4 Passwords must be at least six to eight (6-8) characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special

character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

6.2.6.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

6.2.6.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

6.2.6.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

6.2.7 Access and Session Control.

6.2.7.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

6.2.7.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

6.2.8 User Authorization.

6.2.8.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a userid is approved for access to the system.

6.2.9 Software and Data Integrity.

6.2.9.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

6.2.9.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

6.2.9.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

6.2.9.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

6.2.10 Monitoring and Audit.

6.2.10.1 To deter unauthorized access events, a warning or no-trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T CALIFORNIA or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

6.2.10.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

6.3 Revenue Protection.

6.3.1 AT&T CALIFORNIA will make available to CLEC all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality to the same extent that AT&T CALIFORNIA provides such protection to itself. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers. These features may include: (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, (iii) dial tone re-origination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.

6.3.2 AT&T CALIFORNIA will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

6.3.3 AT&T CALIFORNIA will make a reasonable effort to protect and correct against unauthorized physical attachment, e.g. clip-on fraud, to loop facilities from the Main Distribution Frame up to and including the Network Interface Device.

6.3.4 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.

6.3.4.1 In the event of fraud associated with an CLEC End User's account, including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), the parties agree that liability should be determined based on the facts related to the incident of fraud. AT&T CALIFORNIA shall not be liable to CLEC for any fraud associated with CLEC's end user's account including 1+ IntraLATA toll, ported numbers and Alternatively Billed Service (ABS), unless such fraud is determined to have been committed by an employee or other person under the control of AT&T CALIFORNIA. Alternatively Billed Service ("ABS") is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.3.4.2 AT&T CALIFORNIA shall use the a fraud monitoring system to determine suspected occurrences of ABS-related fraud for CLEC customers, using the same criteria AT&T CALIFORNIA uses to monitor fraud on its own accounts. As used herein, "Fraud Monitoring System" shall mean "an off-line administration system that monitors suspected occurrences of ABS-related fraud."

6.3.4.2.1 AT&T CALIFORNIA will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. AT&T CALIFORNIA will provide these fraud notification messages ("alerts") to CLEC within two (2) hours of the fraud monitoring system alert being generated. Subsequent to CLEC's investigation of thealert, CLEC's Fraud Center will notify AT&T CALIFORNIA of any action that needs to be taken. AT&T CALIFORNIA will complete such action as requested by CLEC within two (2) hours of CLEC's request.

6.3.4.2.2 CLEC understands that fraud monitoring system alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action should be taken as a result of a fraud monitoring system alert.

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

6.3.4.2.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

6.3.4.2.5 ABS-related alerts are provided to CLEC at no additional charge.

6.3.4.3 Within six (6) months of approval of this Agreement by the Commission, AT&T CALIFORNIA will provide CLEC with a direct, near real time, electronic transmission of LIDB requests for Alternatively Billed Services (Collect and/or Billed to Third Party calls billed to CLEC customers) in the same manner AT&T CALIFORNIA does so for itself.

6.3.5 The Parties agree that CLEC reserves the right to negotiate, as needed, the rates, terms and conditions of a 1+ IntraLATA toll fraud service provided by AT&T CALIFORNIA.

6.4 Law Enforcement Interface.

6.4.1 AT&T CALIFORNIA will provide CLEC with a SPOC with whom to interface on a twenty-four (24) hour, seven (7) day a week basis for situations involving immediate threat to life or at the request of law enforcement officials. Court orders authorizing surveillance of CLEC customers provisioned on AT&T CALIFORNIA facilities (CLEC Local and ALS Type II, as hereinafter defined) shall be served on both CLEC and AT&T CALIFORNIA. AT&T CALIFORNIA shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.1.1 As used in this Article, the term ALS Type II shall mean customers connected to the CLEC network through AT&T CALIFORNIA-owned facilities. ALS Type II customers are located in a building which is connected to an AT&T CALIFORNIA Central Office by an AT&T CALIFORNIA-owned cable using customer's premise equipment connected to that cable. At the AT&T CALIFORNIA Central Office utilizing collocation arrangements, ALS Type II customer's circuit(s) are connected to an CLEC fiber-optic facility which transports traffic to and from an CLEC Central Office.

6.4.2 When the end-user to be tapped, traced, etc. is an CLEC Local or ALS Type II customer provisioned on AT&T CALIFORNIA facilities, AT&T CALIFORNIA shall advise the requesting law enforcement agency to name both CLEC and AT&T CALIFORNIA in the court order and serve both carriers. AT&T CALIFORNIA shall adhere to all terms of an applicable court order and, unless prohibited by the terms of such applicable court order, notify CLEC directly of the law enforcement

agency request within one (1) business day of receiving the request. AT&T CALIFORNIA shall provide law enforcement with all necessary assistance, including plant information and access to the local loop, to facilitate implementation of such court orders. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.3 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

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

6.4.4.1 Intercept Devices. Should either Party receive a court order authorizing surveillance on the other Party's End User, the Party in receipt shall refer such order to the Party that serves the End User. Should a court order pertain to an CLEC Local customer (trap & trace, pen register or wiretap) or an ALS Type II customer (pen register or wiretap), the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T CALIFORNIA shall provide law enforcement with all necessary assistance, including plant information and local loop access, to facilitate implementation of court orders pertaining to pen registers or wiretaps. Additionally, AT&T CALIFORNIA shall provision on its equipment trap & trace orders pertaining to CLEC Local customers. As specified in Section 6.4.3, above AT&T CALIFORNIA may bill the appropriate law enforcement agency for these services under its customary practices. Once CLEC implements CALEA solutions in its switches, CLEC will assume full responsibility for the implementation of court-ordered surveillance on ALS Type II customers.

6.4.4.2 Subpoenas. Should either Party receive a subpoena for subscriber information or billing records concerning the other Party's End User, it shall refer the subpoena back to the issuing authority. The referral shall indicate that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request. Should the subpoena demand AMA records (call dump) for an CLEC Local customer, the Party in receipt will request the issuing authority to amend the order, naming both Parties, and serve both Parties concurrently. AT&T CALIFORNIA shall provide the issuing authority with the requested data. As specified in Section 6.4.3, above AT&T CALIFORNIA may bill the appropriate law enforcement agency for these services under its customary practices.

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

6.4.5 Annoyance Calls. AT&T CALIFORNIA agrees to work cooperatively and jointly with CLEC in investigating annoyance/harassing calls to the CLEC customer where AT&T CALIFORNIA's cooperation, services, unbundled network elements (including operational support systems), facilities or information are needed to resolve the annoyance/harassing call(s) to the CLEC customer. The AT&T CALIFORNIA Annoyance Call Bureau will handle requests received from CLEC personnel on behalf of CLEC customers. AT&T CALIFORNIA will provide service to CLEC customers on annoyance/harassing calls that is at parity with the level of service AT&T CALIFORNIA provides its own customers.

6.4.6 CALEA. Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance for Law Enforcement Act of 1994 **("CALEA")** as amended, including any final orders of the FCC, or final regulations promulgated by the Federal Bureau of Investigation, Department of Justice, or any other federal agency pursuant to CALEA.

6.4.6.1 The Parties agree to work jointly, cooperatively and in good faith to allow each Party to comply with CALEA.

6.4.6.2 Unless otherwise specified, each Party shall bear its own cost of complying with CALEA.

6.4.7 Soft Dial Tone. To the extent required by law and subject to such additional conditions as the Parties may require, AT&T CALIFORNIA shall provide soft dial tone to CLEC for the use of its customers.

ARTICLE 7
TRANSPORT AND TERMINATION
OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic. As used in this Section 7, Information Services shall mean information provided by a business or a person to the public for money. Typically, the public accesses the service by using a touch-tone telephone and dialing an information provider's number with an area code of 700, 900, or an exchange code of 970 or 976, or similarly used codes. The information is typically selected by the caller through touch tones, delivered using voice processing equipment and transmitted over tariffed telephone lines. For purposes of this Section 7, Information Services does not include ISP-bound traffic.

7.2 CLEC shall block access to these numbers and when CLEC is purchasing the unbundled network elements from AT&T CALIFORNIA, AT&T CALIFORNIA shall provide call blocking services, when requested, for any information service call exchanges including but not limited to, 700, 900, 970, 976. These blocking services can be combined in blocking packages or individually, but in any case shall be in parity with what the ILEC provides its end users. CLEC will have no obligation to provide any assistance in the billing or collection of these calls.

7.3 BLV/BLVI Traffic.

7.3.1 CLEC may provide its own Operator Services, including BLV/BLVI or use the Operator Services of AT&T CALIFORNIA or a third party vendor. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. These services are provided in Article 19 (Inward).

7.4 Transit Service

7.4.1 Although AT&T CALIFORNIA contends that it is not required to provide Transit Service (as defined below) under the Act, AT&T CALIFORNIA agrees that it shall provide CLEC Transit Service as provided in this Section 7.4.

7.4.2 "Transit Service" means the delivery of certain traffic between CLEC and a third party LEC or CMRS provider by AT&T CALIFORNIA over the Local/IntraLATA Trunks. Transit Service shall be provided only at AT&T CALIFORNIA's Tandem Switches, and not at any AT&T CALIFORNIA 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,

7.4.3 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 AT&T CALIFORNIA a Transit Service charge as agreed upon by the Parties and reflected in the Pricing Schedule; and

(B) When Ameritech provides reasonable notice of the imposition of charges, reimburse AT&T CALIFORNIA for any reasonable charges, including switched access charges, that a third party LEC or CMRS provider with whom AT&T CALIFORNIA does not have a Transit Service agreement similar to that set forth in this Section 7.4 imposes or levies on AT&T CALIFORNIA for delivery or termination of any such Transit Traffic.

(2) AT&T CALIFORNIA shall remit to CLEC any access charges AT&T CALIFORNIA 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: AT&T CALIFORNIA has a transiting arrangement with such third party LEC or CMRS provider which authorizes AT&T CALIFORNIA to deliver such traffic to CLEC ("Other Party Transit Agreement"), then AT&T CALIFORNIA 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 AT&T CALIFORNIA the applicable Transit Service charge.

(c) Intentionally left blank.

7.4.4 AT&T CALIFORNIA 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, AT&T CALIFORNIA 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 AT&T CALIFORNIA and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

ARTICLE 8
INSTALLATION, MAINTENANCE, TESTING AND REPAIR

8.1 Operation and Maintenance. Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection. The parties shall conduct compatibility and cooperative testing, and overflow, call volume and trunk utilization monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection in a manner that is mutually agreeable to the parties. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article 12.

8.2 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 Article 32 (Performance Measurements).

ARTICLE 9
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

9.1 Introduction - Access to Unbundled Network Elements. This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which AT&T CALIFORNIA agrees to furnish CLEC with access to Network Elements on an unbundled basis and the terms under which AT&T CALIFORNIA agrees to provide Combinations of Unbundled Network Elements ("UNE Combinations or Combinations") as more specifically defined in Section 9.3. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with AT&T CALIFORNIA's network.

9.1.1 AT&T CALIFORNIA shall provide CLEC nondiscriminatory access to Unbundled Network Elements, upon request, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable CLEC to provision any telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, applicable state statutes, orders, rules and regulations. A "telecommunications service", as used in this Agreement, shall be defined as "the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services."

9.1.2 AT&T CALIFORNIA shall provide CLEC Unbundled Network Elements in a manner that allows CLEC to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to CLEC for use in the provision of any telecommunications service within the LATA to CLEC's end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the California Public Utility Commission. AT&T CALIFORNIA shall provide CLEC with Combinations of Unbundled Network Elements that it "ordinarily combines" for itself pursuant to Section 9.3 herein. AT&T CALIFORNIA shall not place any restrictions or limitations on CLEC's use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of the State of California and applicable state laws, rules, orders and regulations. CLEC may not use combinations of network elements to provide exchange access service to a customer unless it provides a "significant amount of local exchange service" to such customer in accordance with the

requirements and definitions contained in Paragraph 22 of the FCC's Supplemental Order Clarification and CC docket no. 96-98, FCC 00-0183.

9.1.3 Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements AT&T CALIFORNIA shall provide to CLEC are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. AT&T CALIFORNIA shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall AT&T CALIFORNIA require CLEC to purchase any Unbundled Network Element in conjunction with any other service or element.

9.1.4 When CLEC replaces any existing service with Network Elements (including Combinations), AT&T CALIFORNIA shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of CLEC.

9.2 Network Elements.

9.2.1 "Network Element" shall mean "a facility or equipment used in the provision of a telecommunications service." "Network Element" shall also include "features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."

9.2.2 AT&T CALIFORNIA will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC, AT&T CALIFORNIA or third parties with each of AT&T CALIFORNIA's UNEs or Combinations at any technically feasible point. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9), or (ii) under any arrangement AT&T CALIFORNIA may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2, BFR, of this Agreement.

9.2.3 At such time that CLEC provides SBC with an order for a particular Unbundled Network Element or Combination, CLEC may designate any technically feasible network interface that currently exists in the network, including without limitations DS0, DS1 and DS3 interfaces and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by AT&T CALIFORNIA, unless AT&T CALIFORNIA provides CLEC, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article (General Terms and Conditions) of this Agreement. Unless otherwise specified,

any reference to DS1 in this Article 9 shall mean, at CLEC's option, either DS1 AMI or XDSL facility.

9.2.4 CLEC may use one or more UNEs or Combinations to provide to itself, its affiliates and to CLEC End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.

9.2.5 For individual network elements or Unbundled Network Elements ordered by CLEC, AT&T CALIFORNIA shall provide a demarcation point that is agreed to by both parties and if necessary, access to such demarcation point, unless the demarcation point is located on SBC's MDF.

9.2.5.1 Where facilities and equipment are not "available", AT&T CALIFORNIA shall not be required to provide Unbundled Network Elements. A facility is available if it is located in an area presently served by AT&T. This definition of "available" does not require SBC to construct network elements for the sole purpose of unbundling those elements for CLECs.

However, CLEC may request and, to the extent required by law, AT&T CALIFORNIA shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2, BFR of this Agreement.

9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule. as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.

9.2.7 This section includes the minimum set of Unbundled Network Elements to which AT&T CALIFORNIA shall provide CLEC access under this Agreement. This minimum set of Unbundled Network Elements is described in detail in the Schedules attached hereto. CLEC and AT&T CALIFORNIA agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. CLEC and AT&T CALIFORNIA also agree that CLEC may identify and request that AT&T CALIFORNIA furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by CLEC to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

9.3 Combination of Unbundled Network Elements.

9.3.1 At the request of CLEC, SBC shall provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of CLEC, AT&T CALIFORNIA shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in AT&T CALIFORNIA's network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of CLEC, AT&T CALIFORNIA shall also combine for CLEC any sequence of Unbundled Network Elements that AT&T CALIFORNIA "ordinarily combines" for itself or its end users. AT&T CALIFORNIA shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by AT&T CALIFORNIA or AT&T CALIFORNIA's end users where AT&T CALIFORNIA provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and AT&T CALIFORNIA will not have an obligation to provide the combination, if: (1) AT&T CALIFORNIA does not provide services using such a combination of unbundled network elements; (2) where AT&T CALIFORNIA does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require AT&T CALIFORNIA to provide as an unbundled network element.

CLEC may use a Network Elements platform consisting solely of combined Network Elements of AT&T CALIFORNIA to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without CLEC's provision or use of any other facilities or functionalities.

9.3.1.1 When CLEC orders the UNE-Platform for its end user customers, the combination shall consist of the NID, the loop, local switching, and shared transport. When CLEC end user customers utilize the UNE-Platform, AT&T CALIFORNIA's signaling and call-related databases may be accessed in order to complete calls dialed by CLEC's end users. Calls dialed by CLEC's UNE-P end user customers may also use AT&T CALIFORNIA tandem switching and OS and DA. OS and DA may be provided by either AT&T CALIFORNIA or via customized routing where AT&T CALIFORNIA routes CLEC's OS and DA traffic to CLEC's OS/DA platform or the OS/DA platform of a third party. Custom routing in this instance is only available per the terms of this agreement.

9.3.1.2 When CLEC requests a network elements platform referred to in Section 9.3.1 above without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC or by another CLEC through SBC's network elements platform, unless otherwise agreed to by CLEC, SBC shall provide CLEC with the requested network elements platforms with any disruption to the end user's services 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 migrations to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA shall coordinate it with CLEC's representatives to accomplish this goal. CLEC may order a UNE Platform using a single Local Service Request (LSR). It shall not be necessary for CLEC to collocate in an AT&T CALIFORNIA central office in order to purchase the UNE-Platform. AT&T CALIFORNIA shall provide network elements platforms, including the UNE-Platform to CLEC even if CLEC is collocated in the relevant central offices. If Unbundled Local Switching Shared Transport (ULS-ST) is used, AT&T CALIFORNIA will be responsible for engineering provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

9.3.1.3.1 In accordance with Section 9.2.7.4.4 of Schedule 9.2.7 "inter-office transmission facilities" and 27.14.4 of Article 27 "comprehensive billing", SBC will provide the records to CLEC in an OBF EMI format and retain these records for one year. The OCN will be included in the EMI records according to industry standards.

9.3.1.3.2 CLEC's use of the UNE-Platform to provide service shall not in any way impair or deny CLEC's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.

9.3.1.3.3 At CLEC's option, AT&T CALIFORNIA will route CLEC's intraLATA and interLATA toll traffic to CLEC via CLEC's Carrier Identification Code.

9.3.1.3.4 Other than as set forth in this Agreement, AT&T CALIFORNIA shall not place any restrictions or limitations on CLEC's use of the UNE-Platform other than those restrictions and limitations set forth in this Agreement or provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.

9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to CLEC flow from AT&T CALIFORNIA or from another CLEC.

9.3.1.3.6 Operator services will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6. Collocation by CLEC shall not be required.

9.3.1.3.7 Directory assistance will, at CLEC's option, be provided to CLEC in conjunction with the UNE-P as described in Article 22 and Schedule 9.2.6.

9.3.2 Additional terms and conditions related to Combinations are as follows:

9.3.2.1 Intentionally Left Blank.

9.3.2.2 Intentionally Left Blank.

9.3.2.3 AT&T CALIFORNIA shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If CLEC requests a combination of network elements that are not ordinarily combined, CLEC shall submit a BFR, as set forth in Schedule 2.2, BFR. If CLEC requests a combination of network elements that are ordinarily combined, but not included on Table 1, CLEC shall submit a BFR-OC, as set forth in Schedule 2.2, BFR.

9.3.2.5 At the request of CLEC, SBC shall also provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. SBC shall permit CLEC to combine any Unbundled Network Element(s) obtained from SBC with Compatible Network Components provided by CLEC or provided by third parties to CLEC or combined any Unbundled Network Element(s) with other services (including access services) obtained from AT&T CALIFORNIA in order to provide telecommunication services to CLEC, its end users and its affiliates as long as these combinations are consistent with FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.

9.3.3 New Combinations involving UNEs (AT&T CALIFORNIA's)

9.3.3.1 For purposes of determining the proper application of non-recurring charges a "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by AT&T CALIFORNIA at an AT&T CALIFORNIA premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE

combination. A Pre-existing Combination includes the situation when CLEC orders all the AT&T CALIFORNIA UNEs required either:

(1) to convert to a combinations of UNEs an AT&T CALIFORNIA End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by AT&T CALIFORNIA, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant AT&T CALIFORNIA local switch, including CLEC's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The United States Supreme Court, in upholding FCC Rules 315(c)-(f) in Verizon Comm. Inc., made reference to the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. SBC-13STATE thus will continue to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Article.

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, either Party to this Agreement from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by either Party to this Agreement. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect either Party to this Agreement from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

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9.3.3.4 For a new UNE combination listed on Table 1, CLEC shall issue appropriate service requests. These requests will be processed by AT&T CALIFORNIA, and CLEC will be charged pursuant to the Pricing Schedule.

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9.3.3.6 Intentionally left blank.

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9.3.3.8 In addition to any other applicable charges, SBC may charge a Commission-approved TELRIC-based fee for any combining work that is required to be done by AT&T CALIFORNIA pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement, BFR.

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9.3.3.14 The UNE Combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the

same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC)) -183 (rel. June 2, 2000));

9.3.4 Upon CLEC's request, AT&T CALIFORNIA shall perform the functions necessary to combine AT&T CALIFORNIA's Network Elements in any manner, even if those elements are not ordinarily combined in AT&T CALIFORNIA'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 Network Elements on an unbundled basis or to Interconnect with AT&T CALIFORNIA's network. In addition, upon a request of CLEC that is consistent with the above criteria, AT&T CALIFORNIA shall perform the functions necessary to combine AT&T CALIFORNIA's Unbundled Network Elements with elements possessed by CLEC in any technically feasible manner.

9.3.5 A minimum set of Combinations is described in Table 1 of this Article 9 that CLEC and AT&T CALIFORNIA have identified as of the Effective Date of this Agreement. CLEC may request Table 1 combinations of the same type, going to the same location, on a single order.

9.3.6 When purchasing a Combination, CLEC will have access to all features, functions 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.

9.3.7 AT&T CALIFORNIA shall make available to CLEC the following Combinations as described in the table set forth:

TABLE 1

2-Wire Basic Analog Loop with Basic Line Port
2-Wire P.B.X. Ground Start Analog Loop with Ground Start line Port
2-Wire Basic Analog Loop with Analog DID Trunk Port
2-Wire Basic Analog Loop with Centrex Basic Line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port
4-Wire Digital Loop with Digital Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
2-Wire Basic Analog Loop with Basic COPTS Line Port
2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that AT&T CALIFORNIA provides to CLEC hereunder shall be at least equal in quality to that which AT&T CALIFORNIA provides to itself, its subsidiaries, Affiliates and any other party.

9.4.2 AT&T CALIFORNIA shall provide CLEC access to UNEs and Operations Support Systems functions, including the time within which AT&T CALIFORNIA provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which AT&T CALIFORNIA provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 AT&T CALIFORNIA shall provide CLEC UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 AT&T CALIFORNIA shall provide CLEC access to the functionalities for AT&T CALIFORNIA's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the UNEs and UNE Combinations that CLEC purchases in accordance with Article 33 (OSS).

9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.

9.5.4 Unless the Parties negotiate another arrangement, when a AT&T CALIFORNIA provided UNE or resold service is replaced by CLEC's facility based service using any AT&T CALIFORNIA provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by AT&T CALIFORNIA, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T CALIFORNIA provided UNEs is converted to a different CLEC's service which also uses any AT&T CALIFORNIA provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T CALIFORNIA and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a UNE 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 the Bona Fide Request process set forth in Schedule 2.2.

9.7 Pricing of Unbundled Network Elements and Combinations. For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, AT&T CALIFORNIA shall charge CLEC the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.

9.8 Billing. AT&T CALIFORNIA shall bill CLEC for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.

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9.10 Standards of Performance. AT&T CALIFORNIA shall provide to CLEC access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, AT&T CALIFORNIA may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T CALIFORNIA places on itself for orders from its customers.

9.11 Access to UNE Connection Methods.

9.11.1 AT&T CALIFORNIA will provide access to Network Elements on an unbundled basis and combinations of Unbundled Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation).

9.12 Maintenance of Unbundled Network Elements.

9.12.1 AT&T CALIFORNIA shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by AT&T CALIFORNIA, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T CALIFORNIA's equipment and/or facilities, CLEC will issue a trouble report to AT&T CALIFORNIA.

9.12.3 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and AT&T CALIFORNIA dispatches personnel to the End User's premises or a AT&T CALIFORNIA Central Office and trouble was not caused by AT&T CALIFORNIA's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the Pricing Appendix.

9.12.4 CLEC shall pay Time and Material charges when AT&T CALIFORNIA dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T CALIFORNIA, unless covered under a separate maintenance agreement.

9.12.5 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.12.6 If CLEC issues a trouble report allowing AT&T CALIFORNIA access to the End User's premises and AT&T CALIFORNIA personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T CALIFORNIA personnel are dispatched. Subsequently, if AT&T CALIFORNIA personnel are allowed access to the premises, these charges will still apply.

9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T CALIFORNIA performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T CALIFORNIA performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T CALIFORNIA performed other than on a normally scheduled workday.

9.12.8 If CLEC requests or approves a AT&T CALIFORNIA technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.13 RECONFIGURATION

9.13.1 AT&T CALIFORNIA will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

ARTICLE 10
RESALE AT WHOLESALE RATES--SECTION 251(c)(4)

10.1 Telecommunications Services Available for Resale at Wholesale Rates. AT&T CALIFORNIA makes available to CLEC for resale at wholesale rates those Telecommunications Services that AT&T CALIFORNIA provides, or may hereafter provide, at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act as set forth in Section 18 of the AT&T CALIFORNIA 175T Access Service tariff, including such other tariffs to which Section 18 may refer.

ARTICLE 11
NOTICE OF CHANGES -- SECTION 251(c)(5)

11.1 Notice of Changes. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. AT&T CALIFORNIA agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

In addition to notice of network changes required in Section 11.1, above, and in addition to notifying CLEC of changes in single points of contact and notice recipients pursuant to this Agreement, AT&T CALIFORNIA communicates information to CLECs via its Accessible Letter process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues, hours of operation of AT&T CALIFORNIA centers, including LSC and LOC; closings of any such centers; holiday schedules of any such centers; and changes to processes of escalation relevant to CLEC orders, and billing questions.

ARTICLE 12
COLLOCATION

12.1 AT&T CALIFORNIA will provide AT&T CALIFORNIA "Collocation Services" as set forth in the attached Appendix Physical Collocation.

12.2 If CLEC requests, AT&T CALIFORNIA will provide virtual collocation consistent with the terms of the attached Appendix Virtual Collocation.

12.3 Intra-Office Wiring

12.3.1 Whenever CLEC is responsible for either the installation, testing and/or maintenance of any intra-office wiring that connects the CLEC collocation space and the AT&T Main Distribution Frame ("MDF"), CLEC has the option to request that its responsibility end at a location off the MDF, at a mutually acceptable location accessible to both CLEC and AT&T. If CLEC opts for this reconfiguration, the parties will split the initial costs.

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ARTICLE 13
LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY

13.1 Provision of Local Number Portability. AT&T CALIFORNIA and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

13.2 Location Routing Number – Permanent Number Portability (LRN-PNP)

13.2.1 Implementation of LRN-PNP.

13.2.1.1 AT&T CALIFORNIA and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines, and other Industry guidelines as provided for in Section 13.2.2 of this Article.

13.2.1.2 AT&T CALIFORNIA and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

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

13.2.2.1 LRN-PNP employs an "N-1" Query Methodology.

13.2.2.1.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

13.2.2.2 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

13.2.2.3 If a Party chooses not to fulfill its N-1 carrier responsibility, The other party will perform queries on calls to telephone numbers with portable NXXs received from the

N-1 carrier and route the call to the switch or network in which the telephone number resides.

13.2.2.4 The party not performing its N-1 responsibilities shall be responsible for payment of charges to the other party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

13.2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

13.2.3 SMS Administration. AT&T CALIFORNIA and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section13.2.1.1 of this Article including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

13.2.4 Ordering

13.2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

13.2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).

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13.2.4.4 For the purposes of this Article, the parties may mutually agree to use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects, the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

13.3 Requirements for PNP

13.3.1 Cut-Over Process

13.3.1.1 AT&T CALIFORNIA and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both AT&T CALIFORNIA and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-

coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

13.3.1.2 AT&T CALIFORNIA and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. AT&T CALIFORNIA and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).

13.3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

13.3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, AT&T CALIFORNIA and CLEC agree that a 30-minute interval is a goal towards which both companies will work, however both CLEC and AT&T CALIFORNIA recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

13.3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger, when technically feasible, at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

13.3.1.6 Obligations of Parties

13.3.1.6.1 When purchasing the SPNP Database Query, CLEC will access AT&T CALIFORNIA's facilities via an SS7 link: AT&T CALIFORNIA - Section 8 of FCC No. 2 Access Service Tariff, to the AT&T CALIFORNIA STP.

13.3.1.6.2 When CLEC requests that an NXX in an LRN capable AT&T CALIFORNIA switch become portable, The Parties shall follow the industry standard LERG procedure.

13.3.1.6.3 The Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

13.3.1.6.4 The Parties shall adhere to AT&T CALIFORNIA's Local Service Request (LSR) format and PNP due date intervals.

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13.3.4 Limitations of Service

13.3.4.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), wireless NXXs, until the FCC mandates that those NXXs be portable, and others as excluded by FCC rulings issued from time to time under this Agreement. The term "Official Communications Service" (OCS) means the internal telephone numbers used by AT&T CALIFORNIA or CLEC.

13.3.4.2 Telephone numbers can be ported only within AT&T CALIFORNIA rate centers or rate districts, whichever is a smaller geographic area, as approved by the Public Utilities Commission of the State of California.

13.3.4.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in this Article.

13.3.5 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e. mass calling) NXXs in a manner that complies with the FCC's criteria and the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998 until such time as they may be modified by NANC or the FCC.

13.3.6 Operator Services, LIDB/LVAS and Directory Assistance

13.3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

13.3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, AT&T CALIFORNIA shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See ATIS, TRQ No. 1, Technical Requirements for Number Portability – Operator Services Switching Systems, April, 1999).

13.3.7 Porting of DID Block Numbers)

13.3.7.1 AT&T CALIFORNIA and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

13.3.7.2 AT&T CALIFORNIA and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) AT&T CALIFORNIA should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that AT&T CALIFORNIA should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

13.3.8 Pricing

13.3.8.1 The Parties agree that FCC approved rates in AT&T CALIFORNIA - Section 6 of the FCC No. 2 Access Services Tariff are applicable to the pricing of PNP queries.

13.3.8.2 The parties agree not to charge for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the cost associated with LNP.

13.4 COORDINATED HOT CUTS (CHC)

13.4.1 A coordinated hot cut ("CHC") is an optional service that permits CLEC to request that AT&T CALIFORNIA hold translations in the donor switch until CLEC gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.

13.4.2 When CLEC orders CHC service, AT&T CALIFORNIA shall charge and CLEC agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:

13.4.2.1 AMERITECH - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)

13.4.3 CLEC requesting CHC must provide AT&T CALIFORNIA an access billing account number (BAN) to which charges can be applied.

13.5 Enhanced LNP process.

13.5.1 In the event that AT&T CALIFORNIA makes available new or enhanced LNP processes to CLECs that are not described in this Agreement, and CLEC desires to take advantage of such new or enhanced LNP processes, CLEC will notify AT&T CALIFORNIA in writing and the parties shall then negotiate appropriate terms and conditions to be embodied in an amendment to this Agreement.

ARTICLE 16
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224

16.1 Structure Availability.

16.1.1 AT&T CALIFORNIA shall make available, to the extent it may lawfully do so, nondiscriminatory access to any pole, duct, conduit and rights-of-way (individually and collectively, "Structure") along distribution networks owned or controlled by AT&T CALIFORNIA for placement of CLEC's telecommunications equipment and related facilities ("Attachments"), unless denied by AT&T CALIFORNIA for Insufficient Capacity (as defined in Section 16.1.2) or for reasons of safety, reliability and generally applicable engineering purposes within the meaning of Section 16.1.2 of this Agreement and 47 CFR Section 1.1403(a).

"Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by AT&T CALIFORNIA to place telecommunications distribution facilities.

"Rights-of-way" are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by AT&T CALIFORNIA which is not used or suitable for distribution facilities such as business offices or corporate offices.

The availability of AT&T CALIFORNIA 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 16.18, 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 AT&T CALIFORNIA owns or controls Structure or interests therein. AT&T CALIFORNIA shall not prevent or delay any third party assignment of right-of-way to CLEC. Upon request, AT&T CALIFORNIA shall provide to CLEC, for review, any franchise, license, or other agreement AT&T CALIFORNIA has entered into with a municipality, utility, or other owner or interest holder of Poles, Conduit or Rights-of-way.

16.1.2 AT&T CALIFORNIA 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 16, "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, AT&T CALIFORNIA will, in good faith, explore potential accommodations with CLEC, including modifications (as discussed in Section 16.3 below). If AT&T CALIFORNIA denies a request by CLEC for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, AT&T CALIFORNIA 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.

16.1.2.1 In the case of pole attachments, AT&T CALIFORNIA shall, consistent with prudent engineering and design standards and practices and subject to all applicable laws, ordinances, rules and regulations, take reasonable steps to make space available for CLEC's use without replacement of the pole whenever possible.

16.2 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 AT&T CALIFORNIA Structure it uses. CLEC shall indemnify AT&T CALIFORNIA against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of CLEC, and provided AT&T CALIFORNIA has not denied access as described in Section 16.1.2, or because AT&T CALIFORNIA may not lawfully make the Structure available, AT&T CALIFORNIA will, as set forth below, if requested by CLEC, modify its Structure in order to accommodate the Attachments of CLEC. AT&T CALIFORNIA may permit CLEC to conduct Field Survey Work and Make Ready Workitself or through its own contractors in circumstances where AT&T CALIFORNIA is unable to complete such work in a reasonable time frame. If AT&T California is unable to meet the requested CLEC completion date, CLEC will have the option of performing Make Ready Work to meet the requested completion date.

For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized does not qualify as a "modification", while replacing poles, adding new ducts between existing manholes and rebuilding manholes, and adding innerduct to an existing duct to accommodate additional cables would qualify as a "modification."

16.3.1 Before commencing the work necessary to provide such additional capacity, AT&T CALIFORNIA will notify in writing all other parties having attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate CLEC, may at AT&T CALIFORNIA's option, include modifications

required to accommodate other attaching parties, including AT&T CALIFORNIA, that desire to modify their attachments at their own expense.

16.3.2 If CLEC requests access to an AT&T CALIFORNIA Rights-of-way where AT&T CALIFORNIA has no existing Structure, AT&T CALIFORNIA shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Rights-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if AT&T CALIFORNIA desires to extend its own attachments, AT&T CALIFORNIA will construct Structure to accommodate CLEC's Attachments.

16.3.3 The costs of modifying a Structure to accommodate CLEC's request, the requests of another attaching party or the needs of AT&T CALIFORNIA shall be borne by CLEC, the other requesting party or AT&T CALIFORNIA, as the case may be. If another attaching party or AT&T CALIFORNIA obtains access to the Structure as a result of the modification, they shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including AT&T CALIFORNIA, 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 AT&T CALIFORNIA, uses the modification or make ready work 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 bear its share of the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or AT&T CALIFORNIA 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 AT&T CALIFORNIA, 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.

16.3.4 All modifications to AT&T CALIFORNIA's Structure will be owned by AT&T CALIFORNIA. CLEC and other parties, including AT&T CALIFORNIA, 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.

16.3.5 When a party, including AT&T CALIFORNIA, subsequently seeks attachment to modified Structure, AT&T CALIFORNIA will notify in writing CLEC and any other parties who initially contributed to the cost of modification.

16.4 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 AT&T CALIFORNIA or by other attaching parties. Work performed by CLEC on, in or about AT&T CALIFORNIA's Structures shall be performed by properly trained, competent workmen skilled in the trade. AT&T CALIFORNIA will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be in accordance with the National Electrical Safety Code Standards and designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by AT&T CALIFORNIA 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 AT&T CALIFORNIA with notice before entering any Structure for construction or maintenance purposes.

16.5 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, California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.6 Access Requests. Any request by CLEC for access to AT&T CALIFORNIA's Structure shall be in writing and submitted to AT&T CALIFORNIA's Structure Access Coordinator. AT&T CALIFORNIA may prescribe a reasonable process for orderly administration of such requests. CLEC's Attachment to AT&T CALIFORNIA's Structure shall be pursuant to a permit issued by AT&T CALIFORNIA for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T CALIFORNIA's Structure, administration of the process of delivery of access to AT&T CALIFORNIA's Structure and for all other matters relating to access to AT&T CALIFORNIA's Structure. CLEC shall provide AT&T CALIFORNIA with notice before entering any AT&T CALIFORNIA Structure, pursuant to the provisions of the Appendix to Article 16.

16.7 Unused Space. Excepting maintenance ducts as provided in Section 16.8 and ducts which may be required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by AT&T CALIFORNIA shall be available for the Attachments of CLEC, AT&T CALIFORNIA or other providers of Telecommunications Services or cable television systems. CLEC may not reserve space on AT&T CALIFORNIA Structure for its future needs. AT&T CALIFORNIA shall not reserve space on AT&T CALIFORNIA Structure for the future need of AT&T CALIFORNIA nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide AT&T CALIFORNIA with a two

(2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.8 Maintenance Ducts. One duct and one inner-duct in each conduit section shall be kept vacant as a maintenance duct. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

16.9 Applicability. The provisions of this Agreement shall apply to all AT&T CALIFORNIA Structure now occupied by CLEC.

16.10 Other Arrangements. CLEC's use of AT&T CALIFORNIA Structure is subject to any valid, lawful and nondiscriminatory arrangements AT&T CALIFORNIA may now or hereafter have with others pertaining to the Structure.

16.11 Cost of Certain Modifications. Notwithstanding Section 16.3, if AT&T CALIFORNIA is required by a governmental entity, court, Commission or property owner (provided such property owner has authority to require such modifications or CLEC agrees to such modifications) 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 AT&T CALIFORNIA's negligence in originally installing the structure, AT&T CALIFORNIA shall be responsible for CLEC's expenses. If a move of CLEC's Attachment is required by AT&T CALIFORNIA or another attaching party, AT&T CALIFORNIA shall notify CLEC of the requested and CLEC shall either confirm in writing that it will move the Attachment within thirty (30) days of the date of AT&T CALIFORNIA's notice of the requested move, or notify AT&T CALIFORNIA that it desires AT&T CALIFORNIA to arrange for the move, both options to be at the expense of the party requesting such move. The written notice shall include sufficient engineering information to enable CLEC to move the Attachment or respond to the notice. If CLEC fails to notify AT&T CALIFORNIA within ten (10) days after the date of AT&T CALIFORNIA's notice of the requested move of its intention to move the Attachment or to allow AT&T CALIFORNIA to arrange for the move, CLEC will be deemed to have authorized AT&T CALIFORNIA to move such Attachment at CLEC's expense.

16.12 Maps and Records. AT&T CALIFORNIA will provide CLEC, at CLEC's request and expense, with access to and copies of maps, records and additional information relating to its Structure which Ameritech has in its possession. Upon request, AT&T CALIFORNIA will meet with CLEC to clarify matters relating to maps, records or additional information. AT&T CALIFORNIA does not warrant the accuracy or completeness of information on any maps or records.

16.13 CLEC Access. Except in case of emergency, CLEC shall provide AT&T CALIFORNIA with notice before entering any AT&T CALIFORNIA Structure.

16.14 Occupancy Permit. Permit Termination. CLEC occupancy of Structure shall be pursuant to a permit issued by AT&T CALIFORNIA for each requested Attachment. Unless otherwise provided herein, any such permit shall terminate upon 30 days prior written notice and opportunity to cure: (a) if a lawfully required 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 nine (9) months from the date AT&T CALIFORNIA 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 year,(d) if CLEC fails to comply with a material term or condition of this Article 16 and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from AT&T CALIFORNIA or, (e) if AT&T CALIFORNIA ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If AT&T CALIFORNIA ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, AT&T CALIFORNIA shall: (i) provide CLEC notice within ten (10) Business Days after AT&T CALIFORNIA has knowledge of such fact, and (ii) not require CLEC to remove its Attachments from such Structure prior to AT&T CALIFORNIA's removal of its own attachments. Subject to provisions herein related to dispute resolution, AT&T CALIFORNIA will provide CLEC with at least sixty (60) days' written notice prior to (x) terminating a permit for a breach of the provisions of this Article 16, (y) any increase in the rates for Attachments to AT&T CALIFORNIA's Structure permitted by the terms of this Agreement, or (z) any modification to AT&T CALIFORNIA'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 and eighty (180) days after the event requiring CLEC to so surrender such permit, AT&T CALIFORNIA shall remove CLEC's Attachments at CLEC's expense. If AT&T CALIFORNIA discovers that CLEC has placed an Attachment on AT&T CALIFORNIA’s Structure without a valid permit, AT&T CALIFORNIA shall notify CLEC in writing of the existence of such unauthorized Attachment and CLEC shall pay to AT&T CALIFORNIA within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.

Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.

If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, AT&T CALIFORNIA shall have the right to remove such unauthorized Attachment from AT&T CALIFORNIA's Structure at CLEC's expense.

AT&T CALIFORNIA: The pole, duct, and conduit space selected and/or approved by AT&T CALIFORNIA in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in AT&T CALIFORNIA only as detailed by the California Public Utility Commission.

16.15 Inspections. AT&T CALIFORNIA may make periodic inspections of any part of the Attachments of CLEC located on AT&T CALIFORNIA Structures. Where reasonably practicable to do so, AT&T CALIFORNIA shall provide prior written notice to CLEC of such inspections.

16.16 Damage to Attachments. Both CLEC and AT&T CALIFORNIA will exercise precautions to avoid damaging the Attachments of the other or to any AT&T CALIFORNIA Structure to which CLEC obtains access hereunder. Subject to the limitations in Article 1, the Party damaging the Attachments of the other shall be responsible to the other therefor.

16.17 Charges and Billing. AT&T CALIFORNIA's charges for Structure provided hereunder shall be determined in compliance with the regulations and orders of the FCC pursuant to Section 224 of the Act or pursuant to rulings or orders of the California Public Utilities Commission. Prior to the establishment of such rates, AT&T CALIFORNIA's charges for Structure will be those of the lowest existing contract available to an attaching party in the State of California, including any Affiliate of AT&T CALIFORNIA. Full Payment in advance shall be required for map preparation, make-ready surveys and Make-Ready Work. Billing by AT&T CALIFORNIA for charges pursuant to this Article shall include detail sufficient to allow a determination of accuracy, including but not limited to identification of the structure or work associated with each charge. AT&T CALIFORNIA reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, AT&T CALIFORNIA reserves the right to price on a case-by-case basis any Extraordinary Attachment to Structure. An "Extraordinary Attachment" is an attachment to a pole that occupies more than one (1) foot of space on the pole in addition to the primary cable or anything other than a standard, sealed splice enclosure in a manhole.

16.18 Nondiscrimination. Access to AT&T CALIFORNIA-owned or -controlled Structure shall be provided to CLEC on a basis that is nondiscriminatory to that which AT&T CALIFORNIA provides to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by CLEC, AT&T CALIFORNIA will permit the interconnection of ducts or conduits owned by CLEC in AT&T CALIFORNIA manholes.

16.19.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on AT&T CALIFORNIA Structure with the Attachments of other attaching parties in or on AT&T CALIFORNIA Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Article 16 for and reasons of insufficient Capacity, safety, reliability and engineering. AT&T CALIFORNIA will provide a written response to CLEC's request within forty-five (45) days of AT&T CALIFORNIA's receipt of such request.

16.19.3 CLEC shall be responsible for the costs of any Make-Ready Work required to accommodate any interconnection pursuant to Section 16.19.

16.20 Cost Imputation. AT&T CALIFORNIA will impute costs consistent with the rules under Section 224(g) of the Act, and orders of the FCC and the Commission.

16.21 Structure Access Coordinator. Requests for access to AT&T CALIFORNIA Structure shall be made through AT&T CALIFORNIA's Structure Access Coordinator, who shall be CLEC's single point of contact for all matters relating to CLEC's access to AT&T CALIFORNIA's Structure. The Structure Access Coordinator shall be responsible for processing requests for access to AT&T CALIFORNIA's Structure, administration of the process of delivery of access to AT&T CALIFORNIA's Structure and for all other matters relating to access to AT&T CALIFORNIA's Structure pursuant to guidelines as provided in the Appendix to Article 16. In the event of a conflict between the provisions of Article 16 and those of the Appendix to Article 16, the provisions of Article 16 shall prevail.

16.22 State Regulation. The terms and conditions in this Article 16 shall be modified through negotiation between the Parties to comply with the regulations and orders of the state in which AT&T CALIFORNIA 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. The terms and conditions of this Article 16 shall also be modified by negotiation between the Parties to comply with any applicable requirements regarding the application of state law set forth in applicable Commission rules, regulations and orders. Until the terms and conditions of this Article 16 are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. AT&T CALIFORNIA 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, AT&T CALIFORNIA shall condition the sale or other disposition subject to the rights granted to CLEC.

16.24 Standards of Performance. AT&T CALIFORNIA shall provide Structure to CLEC in accordance with Article 32 (Performance Measures) herein, as applicable

ARTICLE 19
INWARD ASSISTANCE OPERATOR SERVICES

19.1 INTRODUCTION

19.1.1 This Article sets forth terms and conditions for Inward Assistance Operator Services when provided by the Parties to each other. Either Party can decline to provide inward assistance to the other Party.

19.1.2 The prices at which AT&T CALIFORNIA agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Pricing Schedule and/or the applicable Commission ordered tariff where stated. AT&T CALIFORNIA pricing for Inward Assistance Operator Services shall be based on the rates specified in Pricing Schedule. The price set forth in Pricing Schedule is reciprocal and shall be the price AT&T CALIFORNIA will pay CLEC when AT&T CALIFORNIA operators utilize the Inward Assistance of CLEC's operator. For SNET, pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in the applicable Pricing Schedule.

19.2 SERVICES

19.2.1 Where technically feasible and/or available, CLEC's and AT&T CALIFORNIA's Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

19.2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

19.2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

19.3 DEFINITIONS

19.3.1 **"General Assistance**" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

19.3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

19.3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

19.4 RESPONSIBILITIES OF THE PARTIES

19.4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:

19.4.1.1 It is the responsibility of CLEC to order the necessary facilities to interconnect with AT&T CALIFORNIA's Operator Assistance switch(es). It is the responsibility of AT&T CALIFORNIA to provide the necessary facilities to CLEC's point of presence in the local exchange area/LATA to interconnect with CLEC's Operator assistance switches.

19.4.1.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the AT&T CALIFORNIA Operator assistance switch utilizing MF signaling. Likewise, AT&T CALIFORNIA will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.

19.4.2 The Parties will furnish requests for service in writing to each other, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by the Parties. The Parties or their designated operator services providers shall submit Access Service Requests (ASRs) to each other to establish any new interconnection trunking arrangements.

19.4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

19.5 TOLL CENTER CODES

19.5.1 Toll Center Codes will be used by AT&T CALIFORNIA's and CLEC's Operators for routing and connecting to each other's Operator assistance switches. These codes are specific to the various AT&T CALIFORNIA LATAs where the parties Operator Assistance switches are located.

19.5.2 The Parties Operator Services will require a Toll Center Code for the Parties Operator Services assistance switch. This code will be the routing code used for connecting the AT&T CALIFORNIA Operator to the CLEC Operator on an Inward basis.

19.5.3 If either Party requires establishment of a new Toll Center Code, the Party shall do so by referencing the Local Exchange Routing Guide (LERG).

19.6 INTENTIONALLY LEFT BLANK

19.7 MONTHLY BILLING

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

19.8 LIABILITY

19.8.1 The Parties agree to defend and hold harmless each other from any and all losses, damages, or other liability including attorneys' fees that the indemnified Party may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the use by the indemnifying Party's operator of Inward Assistance Operator Services on the behalf of the such indemnified Party's end users. The indemnifying Party shall defend against all end user claims just as if the operator of the indemnifying Party had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.

19.8.2 Each Party also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the employees and equipment of the Party associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

19.9 TERMS OF THIS ARTICLE

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

19.9.2 If the Parties terminate this Article prior to the expiration of the term of this Appendix, the terminating Party shall pay the other Party, within thirty (30) days of the issuance of any bills by the other Party, all amounts due for actual services provided under this Article, 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 the Parties pursuant to this Article prior to its termination.

19.9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Pricing Schedule.

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

ARTICLE 21
INTERCARRIER COMPENSATION
(INCLUDING RECIPROCAL COMPENSATION)

21.1 Introduction

21.1.1 This Article sets forth the terms and conditions for classification of traffic exchanged between CLEC and AT&T CALIFORNIA, and the related terms and conditions for mutual compensation. The provisions of this Article do not apply to traffic originated over services provided under local Resale service.

21.2 Transmission And Routing Of Telephone Exchange Service Traffic Relevant To Compensation

21.2.1 The Telecommunications traffic exchanged between CLEC and AT&T CALIFORNIA will be classified as Local Calls, Transit Traffic, FGA Traffic, Foreign Exchange (FX) Traffic, IntraLATA Toll Traffic, or interLATA Toll Traffic. Local Calls are defined in Section 21.2.7.

21.2.2 The Parties agree that this Article governs the exchange, routing and rating of all ISP-bound traffic between ILEC and CLEC in this state. The term "ISP-bound Traffic" shall be given the same meaning as found in the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "FCC's Interim ISP Compensation Order") and the Telecommunications Act of 1996. For purposes of this Agreement, ISP-bound traffic will be compensated and billed in accordance with Section 21.5.

21.2.3 Subject to Section 21.3.6, below, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.

21.2.4 The compensation arrangements for Section 251(b)(5), as defined in 47 C.F.R. § 51.701(b)(1) and subject to change in accordance therewith, are not applicable to (i) Exchange Access traffic, Information Access traffic, or Exchange Services for such access (ISP-bound Traffic shall be compensated and billed in accordance with Section 21.5 as agreed to by the parties) (ii) traffic originated by one Party on a number ported to its own network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission and subject to the Change in Law provisions of this agreement Section 1.3 of Article 1, General Terms and Conditions. All Exchange Access traffic

shall continue to be governed by the terms and conditions of applicable state, federal and NECA tariffs.

21.2.5 Intentionally not used.

21.2.6 Intentionally not used.

21.2.7 "Local Calls," for purposes of intercarrier compensation, is traffic where all calls originate and terminate within the same common local and common mandatory local calling area, i.e., within the same or different California ILEC Exchange(s) that participate in the same common local or common mandatory local calling area approved by the California Commission. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area. The Parties agree that, notwithstanding the classification of traffic under this Article, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users but as for reciprocal compensation purposes the local calling area is determined by state commission.

21.2.8 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area within operating areas where AT&T CALIFORNIA is the ILEC but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or FX Traffic and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation. The compensation arrangement for FX Traffic is “Bill and Keep”. “Bill and Keep” refers to an arrangement in which neither Party charges the other for terminating traffic that originates on the other network. To the extent that ISP-bound Traffic is provisioned via a FX Traffic arrangement, such ISP-bound Traffic is subject to the compensation mechanism of Bill and Keep. “Foreign Exchange (FX) Traffic” shall refer to any and all traffic associated with FX Services. “FX Services” are retail offering(s) purchased by end users which allow such FX end users to obtain exchange service from a different mandatory local calling area within the same LATA other than the one where the FX customer is physically located in the same mandatory local calling area within the same LATA where the FX customer is physically located but outside of the operating areas where AT&T CALIFORNIA is the ILEC. FX Services enable particular end-user customers to avoid what might otherwise be IntraLATA toll charges between the FX customer’s physical location and customers in the foreign exchange. FX Services also permit an end user physically located in one exchange to be assigned telephone numbers resident in a Central (or End) Office in another, “foreign,” exchange, thereby creating a local presence in the “foreign” exchange. 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 rates (also known as “Meet Point Billed” compensation). FX Telephone Numbers” are those telephone

numbers with different rating and routing points relative to a given a mandatory local calling area.

21.2.9 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

21.3 Responsibilities Of The Parties

21.3.1 Each Party to this Article will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

21.3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call originated by one Party being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

21.3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

21.3.4 Where SS7 connections exist, all local/intraLATA calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 21.15.1 of this Article. If the percentage of local/intraLATA calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist in its correction. After notice is received, if the originating Party remains out of compliance for a period of 90 days or is unable to remain in compliance for 90 days, the terminating Party has the right to initiate a complaint with the Public Utilities Commission of the State of California.

21.3.5 Where the Parties are performing a transiting function as defined in Section 6.1, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator, however in the event either Party indicates to the other Party that unidentified transit traffic volume has become significant, the Parties agree to work together to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

21.3.5.1 The type of originating calling party number transmitted depends on the protocol of the trunk signaling used for interconnection. Traditional toll protocol will be used

with Multi-Frequency (MF) signaling, and Automatic Number Identification (ANI) will be sent either from the originating Parties end office switch to the terminating Parties tandem or end office switch.

21.3.6 Consistent with the requirements of the billing attachment of this Agreement, each Party will calculate reciprocal compensation minutes of use (MOU's) based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. MOUs for the rates contained herein will be measured in seconds by call type and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

21.3.7 Intentionally Left Blank.

21.4 Reciprocal Compensation - Reciprocal Compensation pursuant to this Article applies for the transport and termination of local traffic billable by AT&T CALIFORNIA or CLEC for Local Calls terminated on their respective networks when both Parties are facilities-based providers The rate elements described in Sections 21.4.1 – 21.4.4 below are applicable by AT&T CALIFORNIA for Local Calls originated on CLEC's network and terminated on AT&T CALIFORNIA's network. AT&T CALIFORNIA has four applicable reciprocal compensation rate elements, i.e., End Office Local Termination, Tandem Switching, Tandem Transport Termination and Tandem Transport Facility Mileage. The rate element applicability by CLEC for Local Calls originated on AT&T CALIFORNIA's network and terminated on CLEC's network is as described in Section 21.4.5 below.

21.4.1 End Office Local Termination

- The End Office rate provides local end office switching and end user termination functions necessary to complete the transmission of switched communications to and from the end users served by the local end office.

- The End Office Local Termination rate element provides for local end office switching, i.e., the common switching functions (functions include transmission, reception, monitoring, routing and testing) associated with the various switching arrangements.

- The End Office Local Termination rate is assessed on a per minute of use basis to end office routed minutes.

21.4.2 Tandem Switching

- Tandem Switching is the facility that provides the function of connecting trunks to trunks for the purpose of completing interoffice calls.

- The Tandem Switching rate is assessed on a per minute basis for all switched minutes that are transported over tandem-switched transport services.

21.4.3 Tandem Transport Termination
- The Tandem Transport Termination rate element includes the non-distance sensitive portion of switched transport and is assessed on a per minute of use basis.

21.4.4 Tandem Transport Facility Mileage
- The Tandem Transport Facility Mileage rate includes the distance sensitive portion of switched transport and is assessed on a per minute of use per mile basis.

21.4.5 For Local Calls originated on AT&T CALIFORNIA's network and terminated on CLEC's network, the rate for End Office Local Termination shall be a single combined rate which includes the elements and associated rates described in Sections 21.4.1 – 21.4.4, above, assuming an average facility mileage of 10 miles.

21.4.6 Both AT&T CALIFORNIA and CLEC rates are as set forth in the Pricing Schedule. Any adjustment to AT&T CALIFORNIA's reciprocal compensation rates during the term of the Agreement will result in a concomitant adjustment to CLEC's combined rate.

21.5 FCC Interim ISP Compensation Offer

21.5.1 On or before August 10, 2003, AT&T CALIFORNIA made an offer to all telecommunications carriers in California (the "Offer") to exchange on and after September 1, 2003 all Section 251 (b)(5) Traffic and all ISP-bound Traffic pursuant to the terms and conditions of the FCC terminating compensation plan of the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "FCC's Interim ISP Compensation Order"). CLEC accepts AT&T CALIFORNIA's offer to exchange all Section 251(b)(5) Traffic and all ISP-bound Traffic. AT&T CALIFORNIA and CLEC hereby agree that the following rates, terms and conditions in Sections 21.5.2-21.5.8, below shall apply to the exchange of all ISP-bound traffic and all Section 251(b)(5) Traffic as of September 1, 2003 and for the remaining term of this Agreement. The term "ISP-bound Traffic" shall be given the same meaning as found in the FCC's Interim ISP Compensation Order and the Telecommunications Act of 1996.

21.5.2 Intercarrier Compensation for ISP-bound Traffic and Section 251(b)(5) Traffic (Reflects acceptance of offer to Exchange all ISP-bound Traffic and All Section 251(b)(5) Traffic at the FCC Interim ISP Terminating Compensation Plan Rate)

21.5.2.1 The rates, terms, conditions in Sections 21.5.2 through 21.5.8 apply to the termination of all ISP-bound Traffic, as defined in Section 21.5.1, and all Section 251(b)(5)

Traffic, and all ISP-bound Traffic is subject to the growth caps and new market restrictions stated in Sections 21.5.3 and 21.5.4 below.

21.5.2.2 The Parties agree to compensate each other for the transport and termination of ISP-bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

21.5.2.3 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.

21.5.3 ISP- bound Traffic Growth Cap

21.5.3.1 On a calendar year basis, as set forth below, each Party agrees to cap its overall ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP minutes for which that Party was entitled to compensation under its Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule:

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound Traffic minutes, times 4, times 1.10
Calendar 2002	Year 2001 compensable ISP-bound Traffic minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound Traffic minutes
Calendar Year 2004 and thereafter	Year 2002 compensable ISP-bound Traffic minutes

21.5.3.2 Neither Party may fail to pay reciprocal compensation for ISP-bound Traffic to the other Party based on the application of the foregoing growth caps until the aggregate amount of ISP-bound Traffic billed by the other Party exceeds the applicable maximum number of minutes of ISP-bound Traffic that may be compensated for the entire year. Notwithstanding anything contrary herein, in Calendar Year 2003, the Parties agree that ISP-bound Traffic exchanged between the parties during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether CLEC has exceeded the growth caps for Calendar Year 2003.

21.5.3.3 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 party's network.

21.5.4 Bill and Keep for ISP-bound Traffic in New Markets

21.5.4.1 This Agreement is subject to the provisions of Paragraph 81 of the FCC's Interim ISP Compensation Order; provided, however, the Parties disagree what constitutes a market for purposes of the bill and keep provisions of Paragraph 81. CLEC specifically disputes that the new market restrictions of Paragraph 81 would ever apply to CLEC in the state of California because, among other things, CLEC has a state-wide interconnection agreement for the state of California. AT&T CALIFORNIA disagrees with CLEC's interpretation of Paragraph 81. To the extent that AT&T CALIFORNIA believes that CLEC's ISP-bound Traffic is subject to bill and keep under Paragraph 81, AT&T CALIFORNIA shall notify CLEC and the Parties shall negotiate in good faith to reach agreement on the treatment of such ISP-bound Traffic within thirty (30) days of such notice. If the Parties are unable to reach agreement on the treatment of such traffic under Paragraph 81 within such thirty-day period, either Party may submit such dispute to the appropriate regulatory or judicial authority for determination. Both Parties reserve the right to advocate their respective positions relating to Paragraph 81 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.

21.5.5 Growth Cap and New Market Bill and Keep Arrangements

21.5.5.1 Wherever Bill and Keep for ISP-bound Traffic is the traffic termination arrangement between CLEC and AT&T CALIFORNIA, both Parties shall segregate the Bill and Keep traffic from other compensable 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.

21.5.5.2 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.

21.5.6 ISP-bound Traffic Rebuttable Presumption

21.5.6.1 The Parties agree that the FCC established a rebuttable presumption that all minutes of use exceeding a 3:1 Terminating to Originating Ratio are ISP-bound Traffic subject to the compensation and growth cap terms in this Article 21, Section 5. Specifically, all 251(b)(5) Traffic (which includes traffic exchanged where CLEC is using unbundled local switching with shared transport (ULS-ST) provided by AT&T CALIFORNIA) and ISP-bound Traffic that is terminated by one Party for the other Party pursuant to this Agreement within any month in excess of an amount (measured by total minutes of use) that is three times the traffic that is terminated by the other Party pursuant to this Agreement within that month shall be presumed to be ISP-bound Traffic.

21.5.6.2 Either party has the right to rebut the 3:1 ISP presumption and determine actual ISP-bound traffic by any means mutually agreed by the Parties, or by any method approved by the applicable regulatory agency, including the Commission. If a Party seeking to rebut the presumption and the Commission approves such rebuttal, then that rebuttal shall be applied on a prospective basis as of the date of the Commission approval.

21.5.7 Billing

21.5.7.1 For purposes of this Section 21.5.7.1, all Section 251(b)(5) traffic and all ISP-bound Traffic shall be referred to as "Billable Traffic." The Party that transports and terminates more Billable Traffic ("Out-of-Balance Carrier") will, on a monthly basis, calculate (i) the amount of such traffic to be compensated at the FCC interim ISP terminating compensation rate set forth in Section 21.5.2.2 above and (ii) the amount of such traffic subject to Bill and Keep in accordance with Sections 21.5.3 and 21.5.4 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Article 21, Section 5 and the FCC interim ISP terminating compensation plan.

21.5.8 CLEC and AT&T CALIFORNIA agree that nothing in this Agreement 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 Agreement shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not 251 (b)(5) Traffic subject to reciprocal compensation. 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.

21.6 Transit Traffic Compensation

21.6.1 The Transit Rate element applies when one Party sends Local or expanded local area traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in the Pricing Schedule to this Agreement.

21.6.2 The Parties agree to request agreement with third party Telecommunications Carriers in accordance with Article 4, Section 4.3.18. In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party against any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the

terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

21.6.3 In the event CLEC indicates to AT&T CALIFORNIA that unidentified transit traffic volume has become significant, AT&T CALIFORNIA agrees to work with CLEC to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

21.6.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

21.6.4 Meet-Point Billing compensation arrangements are specified at Section 27.9 of Article 27.

21.7 Segregating and Tracking FX Traffic

21.7.1 In order to ensure that FX Traffic is being properly segregated from other types of intercarrier traffic, the Parties will assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all FX Traffic in a given usage month.

21.7.1.1 The PFX, and any adjustments thereto, must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The parties may agree to use traffic studies, retail sales of FX lines, or any other agreed method of estimating the FX Traffic to be assigned the PFX.

21.8 Intentionally left blank.

21.9 INTRALATA 800 TRAFFIC

21.9.1 Where an 8YY call originates from one Party and terminates on the network of the other Party (as the 8YY service provider) the Parties agree that the call will be treated as local or intraLATA toll, as applicable, for purposes of compensation pursuant to this Agreement.

21.9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for End User billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party for this traffic.

21.9.3 Intentionally not used.

21.9.4 Traffic exchanged between the Parties pursuant to Section 21.9.1, and associated query charges are billed to and paid for by the called or terminating 800 Service Provider, regardless of which Party performs the 800 query.

21.10 Intentionally left blank.

21.11 Intentionally left blank.

21.12 IntraLATA Interexchange Traffic Compensation

21.12.1 For intrastate intraLATA toll service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless CLEC's Intrastate Access Service Tariff are based on its documented actual costs for terminating toll traffic. CLEC is required to provide AT&T CALIFORNIA with 30 days notice of a proposed change in its access tariffs and to provide AT&T CALIFORNIA with the opportunity to have its cost experts inspect the documentation used to justify its rates. If AT&T CALIFORNIA does not request and perform a record inspection, the rates go into effect. If AT&T CALIFORNIA protests rates after inspecting CLEC's documentation, the issue will be resolved pursuant the dispute resolution provisions. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service, including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located, unless CLEC's Intrastate Access Service Tariff are based on its documented actual costs for terminating toll traffic. CLEC is required to provide AT&T CALIFORNIA with 30 days notice of a proposed change in its access tariffs and to provide AT&T CALIFORNIA with the opportunity to have its cost experts inspect the documentation used to justify its rates. If AT&T CALIFORNIA does not request and perform a record inspection, the rates go into effect. If AT&T CALIFORNIA protests rates after inspecting CLEC's documentation, the issue will be resolved pursuant the dispute resolution provisions.

21.13 Billing For Mutual Compensation

21.13.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in Sections 21.2 and 21.3.6 above, and as provided for in Article 27 Comprehensive Billing of this Agreement.

21.14 Intentionally Left Blank

21.15 Application Of Factors

21.15.1 For usage based charges associated with local and intraLATA toll traffic carried over local interconnection trunks, the percentage of local usage (PLU) will be calculated by the traffic originating Party by dividing identifiable local MOU delivered to the other Party for termination by the total identifiable local and intraLATA toll MOU delivered to that Party for termination on the local interconnection trunks. Identifiable local and intraLATA toll MOU will be determined based on the originating Party's network AMA recordings for the preceding three month period. The calculation will be made and the PLU adjusted, if appropriate, on a quarterly basis utilizing those recordings or a statistically valid sample of recordings from that period. For purposes of this section, a statistically valid sample will be (i) any mutually agreeable sampling method or (ii) a sample consisting of 100% of the traffic for all NPA-NXXs for a 24-hour period covering one Wednesday in the data quarter. The terminating Party will apply the PLU to terminating traffic carried over local interconnection trunks where CPN is not available until it is replaced by an adjusted PLU for the succeeding quarter, and subject to the requirements of Section 21.3.4 of this Article concerning CPN obligations. This factor calculation shall be subject to the audit provisions of Article 1, Section 32.8.

ARTICLE 22
OPERATOR SERVICES AND DIRECTORY SERVICES

22.1 Operator Services & Directory Services. CLEC may obtain Operator Services and Directory Assistance (OS/DA) from AT&T CALIFORNIA pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should CLEC choose to use AT&T CALIFORNIA OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. For any OS/DA rate not set forth in the Pricing Schedule, until rates are agreed to, and the contract is updated to reflect those rates, CLEC shall not buy OS/DA services from Article 22.

Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter CLEC's right to purchase OS and/or DA at TELRIC rates pursuant to any AT&T CALIFORNIA tariff. The parties recognize that AT&T CALIFORNIA makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.

In the event AT&T CALIFORNIA lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but AT&T CALIFORNIA remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Article 1, Section 1.3 of this Agreement and negotiate an appropriate amendment within 60 days. If CLEC is purchasing OS and DA as UNEs from an AT&T CALIFORNIA tariff at the time SBC lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, AT&T CALIFORNIA shall continue to provide OS and DA to CLEC as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.

22.2 Operator Services. Operator Services consist of the following services.

22.2.1 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 person-to-person calls.

(e) Operator Transfer Service ("OTS") - calls in which the Customer dials "0", is connected to an AT&T CALIFORNIA operator and then requests call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the Customer to the requested IXC's 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.

22.2.2 Intentionally left blank.

22.2.3 Line Information Database ("LIDB") Validation - mechanized queries to a LIDB for billing validation.

22.2.4 Intentionally left blank.

22.2.5 CALL BRANDING

22.2.5.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

22.2.5.2 Where technically feasible and/or available, AT&T CALIFORNIA will brand OS in CLEC's name based upon the criteria outlined below:

22.2.5.2.1 Where AT&T CALIFORNIA provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AT&T CALIFORNIA is only providing OS on behalf of CLEC, the calls will be branded.

22.2.5.2.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

22.2.5.2.3 AT&T CALIFORNIA – CLEC will provide written specifications of its company name to be used by AT&T CALIFORNIA to create CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.5.2.4 CLEC purchasing AT&T CALIFORNIA unbundled local switching is responsible for maintaining CLEC's End User customer records in AT&T CALIFORNIA Line Information Database (LIDB).

22.2.5.3 Branding Load Charges

22.2.5.3.1 AT&T CALIFORNIA – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by AT&T CALIFORNIA on behalf of CLEC when such services are provided in conjunction with the purchase of AT&T CALIFORNIA unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

22.2.6 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

22.2.6.1 An AT&T CALIFORNIA database referenced by an AT&T CALIFORNIA Operator for CLEC OS specific Reference/Rater information based upon the criteria.

22.2.6.2 Where technically feasible and/or available, AT&T CALIFORNIA will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

22.2.6.2.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.2.6.2.2 CLEC will inform AT&T CALIFORNIA, via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information

22.2.6.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS Reference or Rater information.

22.2.6.2.4 When an AT&T CALIFORNIA Operator receives a rate request from an CLEC End User, AT&T CALIFORNIA will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

22.3 Directory Assistance. Directory Assistance ("DA") service shall consist of the following services.

22.3.1 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.

22.3.2 Branding:

22.3.2.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

22.3.2.2 Where technically feasible and/or available, AT&T CALIFORNIA will brand DA in CLEC's name based upon the criteria outlined below:

22.3.2.2.1 Where AT&T CALIFORNIA provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where AT&T CALIFORNIA is only providing DA service on behalf of CLEC, the calls will be branded.

22.3.2.2.2 CLEC's name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

22.3.2.2.3 CLEC will provide written specifications of its company name to be used by AT&T CALIFORNIA to create CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.2.2.4 CLEC purchasing AT&T CALIFORNIA unbundled local switching is responsible for maintaining CLEC's End User customer records via appropriate input methods in AT&T CALIFORNIA Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

22.3.2.3 Branding Load Charges:

22.3.2.3.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by AT&T CALIFORNIA on behalf of CLEC when such services are provided in conjunction with the purchase of AT&T CALIFORNIA unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement. If OS and DA branding are loaded at the same time, one initial charge applies to both.

22.3.3 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

22.3.3.1 An AT&T CALIFORNIA database referenced by an AT&T CALIFORNIA Operator for CLEC DA specific information as provided by CLEC such as it's business office, repair and DA rates.

22.3.3.2 Where technically feasible and/or available, AT&T CALIFORNIA will provide CLEC DA Reference/Rater information based upon the criteria outlined below:

22.3.3.2.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

22.3.3.2.2 CLEC will inform AT&T CALIFORNIA via the Operator Services OS/DA Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

22.3.3.2.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's DA Services Reference or Rater -information.

22.3.3.2.4 Where technically feasible and/or available, when an AT&T CALIFORNIA Operator receives a rate request from an CLEC End User, AT&T CALIFORNIA will quote the applicable DA rates as provided by CLEC.

22.3.3.3 National Directory Assistance - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.

22.3.3.4 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.

22.4 REVERSE DIRECTORY ASSISTANCE (RDA)

22.4.1 AT&T CALIFORNIA – An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

22.5 Rate Application. AT&T CALIFORNIA shall bill CLEC the applicable rates on a monthly basis, in accordance with the Pricing Schedule.

22.6 LIABILITY

22.6.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

22.6.2 CLEC also agrees to release, defend, indemnify, and hold harmless AT&T CALIFORNIA from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by AT&T CALIFORNIA employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.

22.7 TERMS OF SCHEDULE

22.7.1 If CLEC elects to have AT&T CALIFORNIA provide either OS service or DA service, CLEC agrees that due to quality of service and work force scheduling, AT&T CALIFORNIA will be the sole provider of OS or DA for CLEC's local serving area(s), during the agreed to contract terms specified in Section 22.7 of this Article. CLEC may choose AT&T CALIFORNIA to provide OS/DA service by individual AT&T CALIFORNIA Operator Services switch, or for all Operator Services switches in Illinois.

22.7.2 If CLEC chooses to use AT&T CALIFORNIA OS/DA services, CLEC must use such services for a minimum period of twelve (12) months. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC's OS/DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of AT&T CALIFORNIA OS/DA services upon one hundred-twenty (120) days advance written notice to AT&T CALIFORNIA.

22.7.3 This Article will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. Either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party, once CLEC has subscribed to the service for a minimum of 12 months.

22.7.4 If CLEC terminates this Schedule prior to the expiration of the term of this Article, CLEC shall pay AT&T CALIFORNIA, within thirty (30) days of the issuance of any bills by AT&T CALIFORNIA, all amounts due for actual services provided under this Article, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by AT&T CALIFORNIA pursuant to this Schedule prior to its termination. However, if CLEC has fulfilled the twelve (12) month minimum

service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

ARTICLE 23
SS7

23.1 INTRODUCTION

23.1.1 This Article sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. CCS/SS7 is composed of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Article provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

23.2 SERVICE DESCRIPTION

23.2.1 SS7 Transport

23.2.1.1 SS7, as defined in this Article, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined below outlines the requirements by for interLATA signaling.

23.2.1.2 In AT&T CALIFORNIA, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a AT&T CALIFORNIA pair of designated Gateway STPs (i.e., a mated pair) to another AT&T CALIFORNIA pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by AT&T CALIFORNIA STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

23.2.1.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of AT&T CALIFORNIA's STP.

23.2.2 Dedicated Signaling Links

23.2.2.1 Dedicated Signaling Links provide interconnection to AT&T CALIFORNIA's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the AT&T CALIFORNIA STP mated pair. The CLEC designated Signaling Point of Interconnection (SPOI) is always collocated in the AT&T CALIFORNIA STP serving office. This means of collocation is required in AT&T CALIFORNIA for access to the AT&T CALIFORNIA STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AT&T CALIFORNIA STP to which the link is connected. Dedicated Signaling Links are available to CLEC for its use in furnishing SS7-based services or applications to its end users or other users of SS7 signaling information.

23.2.3 Dedicated Signaling Links include the following elements:

23.2.3.1 SS7 Link Cross Connect

23.2.3.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the AT&T CALIFORNIA STP building and connects the STP Port Termination to the CLEC SPOI.

23.2.3.2 STP Port Termination

23.2.3.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an AT&T CALIFORNIA STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a AT&T CALIFORNIA STP.

23.2.3.3 STP Access Link

23.2.3.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

23.2.4 CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the AT&T CALIFORNIA STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

23.2.5 CLEC shall identify to AT&T CALIFORNIA the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location AT&T CALIFORNIA shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

23.2.6 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the

performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

23.2.7 Dedicated Signaling Links are subject to AT&T CALIFORNIA compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE. In AT&T CALIFORNIA, SBC-TP-000-000-001 SS7 Interconnection, will apply in addition to the document referenced above. Should AT&T CALIFORNIA make any changes to SBC-TP-000-000-001, AT&T CALIFORNIA will send the TP to CLEC 120 days prior to implementation of such changes for CLEC's review and comment. Each individual set of links from the CLEC switch to the AT&T CALIFORNIA STP will require a pre- ordering meeting to exchange information and schedule testing for certification by AT&T CALIFORNIA.

23.2.8 Dedicated Signaling Links Technical Requirements

23.2.8.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

23.2.8.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

23.2.8.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

23.2.8.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an AT&T CALIFORNIA dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

23.2.8.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AT&T CALIFORNIA SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

23.2.8.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AT&T CALIFORNIA will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

23.2.8.5 When CLEC requests that AT&T CALIFORNIA add a Signaling Point Code (SPC), CLEC will identify to AT&T CALIFORNIA the SPCs associated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Pricing Schedule.

23.2.8.6 CLEC will notify AT&T CALIFORNIA in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

23.2.9 Signaling Transfer Points (STPs)

23.2.9.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

23.2.9.2 Intentionally left blank

23.2.9.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC. In AT&T CALIFORNIA this arrangement will only be provided for STPs located in the same state. In AT&T CALIFORNIA the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

23.2.9.4 Where available, Common Control Signaling or Common Channel Interoffice Signaling ("CCS/CCIS") signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks to handle local traffic and toll traffic. Each Party shall supply Calling Party Number ("CPN") within the SS7 signaling message, if available.

23.2.10 STP Technical Requirements

23.2.10.1 STPs will provide signaling connectivity to the following network elements connected to the AT&T CALIFORNIA SS7 network: AT&T CALIFORNIA Local Switching or Tandem Switching; AT&T CALIFORNIA Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

23.2.10.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AT&T CALIFORNIA STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the AT&T CALIFORNIA SS7 Network. The Parties will identify to each other the GTT type information for message routing.

23.2.11 Interface Requirements

23.2.11.1 AT&T CALIFORNIA will provide STP interfaces to terminate A-links, B-links, and D-links.

23.2.11.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AT&T CALIFORNIA will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T CALIFORNIA STPs.

23.2.11.3 AT&T CALIFORNIA will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T CALIFORNIA STPs.

23.3 MANNER OF PROVISIONING

23.3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

23.3.2 SS7 Transport

23.3.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AT&T CALIFORNIA STPs. AT&T CALIFORNIA shall provide information to CLEC on the routes and signaling point codes served by the AT&T CALIFORNIA STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

23.3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the AT&T CALIFORNIA "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from an AT&T CALIFORNIA "regional" STP pair to another AT&T CALIFORNIA STP pair.

23.3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AT&T CALIFORNIA has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When AT&T CALIFORNIA does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other AT&T CALIFORNIA pairs of STPs, until ordered. When AT&T CALIFORNIA or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the AT&T CALIFORNIA signaling network pursuant to the standard requirements of the SS7 protocol.

23.3.3 Disputes concerning the association of a signaling point among specific link sets associated with a AT&T CALIFORNIA mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

23.3.4 Dedicated Signaling Links

23.3.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to AT&T CALIFORNIA to allow AT&T CALIFORNIA to translate AT&T CALIFORNIA STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

23.3.4.2 Signaling links from AT&T CALIFORNIA mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

23.3.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

23.3.4.2.2 "B" Link Sets from CLEC's STPs that are connected to AT&T CALIFORNIA's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

23.3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

23.3.4.4 A pre-order meeting will define the AT&T CALIFORNIA facility availability and the degree of diversity in both the AT&T CALIFORNIA physical network and the CLEC physical network from signaling point to signaling point for the link.

23.3.4.5 When CLEC requires a STP Access Link, CLEC and AT&T CALIFORNIA shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

23.3.4.6 All applicable signaling point codes for each signaling link must be installed at each of AT&T CALIFORNIA's interconnecting STPs.

23.3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AT&T CALIFORNIA makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AT&T CALIFORNIA signaling points.

23.3.4.8 Provisioning of the SS7 Service is in accordance with SBC-TP-000-000-001 SS7 Interconnection and GR-905-CORE.

23.4 RESPONSIBILITIES OF AT&T CALIFORNIA

23.4.1 AT&T CALIFORNIA shall manage the network and, at its sole discretion, apply protective controls, provided that AT&T CALIFORNIA promptly notifies CLEC of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of AT&T CALIFORNIA or CLEC facilities, natural disasters, mass calling or national security demands.

23.4.2 AT&T CALIFORNIA shall determine the GTT route for messages routed to GTT, which are associated with AT&T CALIFORNIA signaling points.

23.4.3 AT&T CALIFORNIA shall define regional functions and local functions of its STPs. AT&T CALIFORNIA will route ISUP messages within the AT&T CALIFORNIA signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

23.4.4 AT&T CALIFORNIA shall route messages generated by the action of CLEC throughout the AT&T CALIFORNIA signaling network as specified within this Article. The content of the messages is for the use of signaling points of origination and destination. AT&T CALIFORNIA will not use any information within messages for any purpose not required by or related to the use of the AT&T CALIFORNIA signaling network. AT&T CALIFORNIA will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the AT&T CALIFORNIA signaling network or as may be required by law.

23.5 RESPONSIBILITIES OF CLEC

23.5.1 CLEC shall identify to AT&T CALIFORNIA the SPC(s) associated with the CLEC set of links.

23.5.2 CLEC shall identify to AT&T CALIFORNIA the GTT information for messages that route to CLEC.

23.5.3 When routing messages addressed to an AT&T CALIFORNIA Subsystem Number (SSN), CLEC shall use the AT&T CALIFORNIA defined SSN designation of the AT&T CALIFORNIA mated STP pair to which the message is routed.

23.5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the “privacy indicator" information, when ISUP Initial Address Messages are interchanged with the AT&T CALIFORNIA signaling network.

23.5.5 CLEC shall furnish to AT&T CALIFORNIA, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling

network. The forecast shall include total annual volume and busy hour busy month volume. AT&T CALIFORNIA shall utilize the forecast in its own efforts to project further facility requirements.

23.5.6 CLEC shall inform AT&T CALIFORNIA in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to AT&T CALIFORNIA's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change

23.6 BONAFIDE REQUEST PROCESS

23.6.1 Any request for SS7 service not addressed within this Article may be submitted to AT&T CALIFORNIA via the Bonafide Request ("BFR") process set forth in this Agreement.

23.7 DESCRIPTION OF RATE ELEMENTS AT&T CALIFORNIA

23.7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage, and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an AT&T CALIFORNIA end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

23.7.1.1 Peer-to Peer interconnection of SS7 networks requires, separate from any access arrangement, STP B-Link quad interfaces at the CLEC designated POI to each AT&T CALIFORNIA STP in each LATA for the Parties exchange of Local ISUP SS7 Signaling Messages associated with Local Calls. "Local ISUP SS7 Signaling Messages" means local traffic Calls between CLEC's local end users only and AT&T CALIFORNIA local end users that originate or terminate in the same local calling area.

23.7.1.2 If the Parties implement the SS7 Interconnection in this agreement exchanging Local ISUP SS7 Signaling Messages and CLEC owns a substantially similar SS7 network to AT&T CALIFORNIA SS7 network, that CLEC uses for such exchange, then each party will pay for all SS7 elements in their respective networks on their side of the POI. No additional compensation associated with SS7 signaling will apply. All compensation for transport and termination for local call setup for both parties network will be recovered in the reciprocal compensation section of this agreement. A "substantially similar SS7 network" means an SS7 network interconnected on a "B" link basis in each LATA, including, without limitation, signaling links, STPs, and signaling (originating and destination) points, all of which are combined to form a "signaling network" utilized to transfer signaling messages between a Party's switches and the switches of the other Party and one or more third parties. Signaling

messages delivered to AT&T CALIFORNIA from CLEC must be associated with Authorized Services traffic originating on CLEC's network.

23.7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

23.7.3 Signal Formulation

23.7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the AT&T CALIFORNIA tandem for CLEC to AT&T CALIFORNIA terminated calls

23.7.4 Signal Transport

23.7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the AT&T CALIFORNIA end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the AT&T CALIFORNIA end office (excluding LIDB and 800 Access Service).

23.7.5 Signal Switching

23.7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

23.7.6 Signal Tandem Switching

23.7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an AT&T CALIFORNIA STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

ARTICLE 27
COMPREHENSIVE BILLING

27.1 Introduction

27.1.1 This Article sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement. Article 27 (Comprehensive Billing) shall be added to the Agreement and, where the terms and conditions of this Article differ from provisions in the Agreement, the terms and conditions of this Article shall govern; provided, however that any differing provisions in other Article(s) of this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Article for the charges, functions and/or services subject thereto.

27.1.2 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems, including those arising from the Official Bill, that may arise during the implementation and performance of the terms and conditions of this Article.

27.1.3 AT&T CALIFORNIA will bill in accordance with this Article those charges CLEC incurs under this Agreement; including charges for Resale services, Network Elements, Interconnection and other services, except as noted in Section 27.1.1 of this Article. CLEC will bill in accordance with this Article those charges AT&T CALIFORNIA incurs under this Agreement; including charges for Interconnection and other services. Those billing items that are billed today in CABS will remain in CABS unless the FCC or ICC rules that the billed item is no longer a UNE and the resultant service is altered in a manner which renders it incompatible with continued CABS billing. At that point, AT&T CALIFORNIA would make a determination on whether the item would remain in CABS billing system. The requirements for CABS billing under this Article are set forth in Section 27.3 of this Article. The requirements for Resale billing and other charges billed by agreement of the Parties from AT&T CALIFORNIA'S Resale billing system are set forth at Section 27.4 of this Article.

27.1.4 The Billing Party shall bill the Billed Party for each Unbundled Network element, resold Service or Interconnection facilities, products or services supplied by the Billing Party to the Billed Party pursuant to this Agreement at the rates prescribed in the Pricing Schedule. The Billing Party will bill the Billed Party based on the actual charges incurred**;** provided, however, for those usage-based charges where actual charge information is not determinable by the Billing Party, the parties will jointly develop a process to determine the appropriate charges. When a factor process is determined to be appropriate by the Parties, the factor process shall be that prescribed in Article 21, Section 15. Measurement of usage-based charges shall be as set forth in Sections 27.3 or 27.4 of this Article.

27.1.5 Except as otherwise specified in this Agreement, each Party shall be responsible for: (a) all costs and expenses it incurs in complying with its obligations under this Agreement).

The Parties acknowledge that billing format changes will be determined by the OBF or the CLEC community in the CLEC forum, and not solely by the Parties.

27.1.6 Bills issued in accordance with this Article shall be payable according to the provisions of Section 8 of Article 1 of this Agreement. Any bill received on a Saturday, Sunday or a day designated as a holiday by the JP Morgan Chase Bank (or such other bank as the Parties may agree) will be deemed received the next business day.

27.2 Billing Information and Charges-General

27.2.1 Official Bill is the bill sent by the billing Party in a mechanized format and paper bills are "official" only when the established billing for a service is not in a mechanized format. If there are no industry-standard billing formats for the billing of another service provided under this Agreement, the billing format for such service will be in a paper format, unless otherwise mutually agreed to by the Parties.

27.2.1.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic cartridge or FTP. Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations set forth in Section 5 of this Article, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes will be transmitted to the other Party via US Mail or Overnight.

27.2.1.2 Unless otherwise agreed between the Parties, the Billing Party shall provide information on the paper invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. There may be situations involving usage based charges where summarization of multiple accounts is adequate, but such determination must be made in advance by agreement of the Parties before issuance of any bills that combine accounts.

27.2.1.3 Intentionally not used.

27.2.1.4 If either Party requests one or more additional copies of a bill, the first copy will be provided to the requesting Party free of charge. Provided initial bill was received, additional copies, beyond one, may be subject to a reasonable fee to be paid by the requesting Party to the Billing Party. Any such fee will be negotiated by the Parties at the time of request.

27.2.2 The Billing Party will provide the Billed Party a monthly bill that includes any charges incurred by and credits and/or adjustments due to the Billed Party pursuant to this Agreement. Each bill provided by the Billing Party to the Billed Party will include the following types of charges: (1) all non-usage sensitive charges incurred for the period

beginning with the day of the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3, below, (3) unbilled usage sensitive charges for the period beginning with the day after the last bill date and extending up to the current bill date, (4) any previously unknown usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 27.2.3, below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 27.2.3 below.

27.2.3 AT&T CALIFORNIA may send bills to CLEC, or CLEC may send bills to AT&T California, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:

27.2.3.1 Except as provided in Section 27.2.3.5, below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one year prior to the Backbill date. For the purposes of this Section 27.2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which the Billed Party used such service; or,

27.2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one year prior to the Backbill date; or

27.2.3.3 Where AT&T CALIFORNIA or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, AT&T CALIFORNIA may submit to CLEC, or CLEC may submit to AT&T CALIFORNIA, up to one year after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by AT&T CALIFORNIA, as a result of, and since the applicable Governmental Requirement Date; or

27.2.3.4 AT&T CALIFORNIA and CLEC will exert best efforts not to send Backbills from any Non-CABs billing system, and each Party will use best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 27.2.3.1 through 27.2.3.3, above. In any event, except as provided in Section 27.2.3.5 below, neither CLEC nor AT&T CALIFORNIA will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 27.2.3.1 through Section 27.2.3.3.

27.2.3.5 The billing Party may send Backbills outside of the time periods defined in Section 27.2.3.1 through Section 27.2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party

where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling

27.3 Additional CABS Specific Billing Requirements

27.3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. A Billing Party which changes, adds or deletes a BAN, which change was not initiated by the billed party, will provide written notification to the Billed Party's billing notice contact within 7 business days of making such change, add, or delete of a BAN. Each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Article 1, Section 8.1), whichever is earlier. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

27.3.1.1 For CABS-billed services, AT&T CALIFORNIA will assign to CLEC a separate Billing Account Number (BAN) per each type of service (e.g., connectivity).

27.3.1.2 For all of CLEC's end users, AT&T CALIFORNIA shall recognize CLEC as the customer of record for all UNE-P services and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.

27.3.2 The Billing Party shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable the Billed Party to identify Network Elements being billed, the type of service ordered and the usage to which the billed charges apply. Each CABS bill for Network Elements will set forth the quantity and description of each Network Element provided and will include a CSR. Each bill for Interconnection will set forth the usage and applicable rates billed for Reciprocal Compensation.

27.3.3 Minute of use sensitive charges associated with Unbundled Network Elements and facilities based interconnection services will be measured in actual conversation seconds. For purposes of billing charges, total conversation seconds, per each chargeable traffic type will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.

27.3.4 All bill in CABS format shall contain billing data and information in accordance with CABS Version 37 or such later versions of CABS as are published by Telcordia Technologies, Inc., or its successor.

27.3.5 Electronic Transmission for CABS bills

27.3.5.1 If AT&T CALIFORNIA transmits data in a mechanized format, AT&T CALIFORNIA will comply with the following specifications which are not contained in CABS guidelines but which are necessary for CLEC to process billing information and data:

(a) The BAN will not contain embedded spaces or low values.
(b) The Bill Date will not contain spaces or non-numeric values.
(c) Each bill must contain at least one detail record.
(d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
(e) The invoice number must not have embedded spaces or low values

27.3.5.2 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Article. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Article.

27.3.5.3 At CLEC's request, AT&T CALIFORNIA will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required.. If AT&T CALIFORNIA has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. When electronic transmission is established by mutual agreement, AT&T CALIFORNIA must provide CLEC its Connect:Direct Node ID and corresponding "TCPIP address" before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is [CLEC SPECIFIC] and is used by AT&T CALIFORNIA for transmission purposes. CLEC will supply to AT&T CALIFORNIA its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

27.3.5.4 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	AT&T CALIFORNIA Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

27.4 Additional Non -CABS Billing Requirements

27.4.1 The Parties will bill each other in accordance with this Article those Resale Services and other CRIS billed services charges incurred under this Agreement**.**

27.4.2 AT&T CALIFORNIA shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.

27.4.3 The Billing Party shall provide information on the Non-CABS invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. Until guidelines are established by the OBF or established OBF guidelines are operationalized in the AT&T CALIFORNIA connectivity billing process, charges will be rendered to CLEC on paper invoices containing summary level information consistent with the requirements detailed in Sections 27.4.3.1 and 27.4.3.2, below. Detail supporting the summary level information contained on the paper invoice will be made available by use of the electronic bill as provided by the Billing Party to the Billed party upon request.

27.4.3.1 For paper bills the Billing Party will identify billing dates (Bill Date) for each CLEC account number, which Bill Date will be the same day month to month. For paper bills, the Billing Party will provide one invoice associated with each CLEC account number. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by the Billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the

payment due date (as described in Article 1, Section 8.1), whichever is earlier. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

27.4.3.2 When using paper bills, AT&T California will assign to CLEC a separate CLEC account number for each bill. Resale bills will be segmented by State and OCN.

27.4.3.3 The provisions of Section 27.4.3 through 27.4.3.2 do not relieve the Billing Party of the obligation to utilize CABS billing as required by Section 27.1.3 of this Article.

27.4.4 For bills sent by AT&T CALIFORNIA from its CRIS billing system (for Resale services) pursuant to Section 27.4 above, the Parties will establish monthly billing dates and separate invoices for each account number, which Bill Date will be the same date month to month. Each account number will be provided by AT&T CALIFORNIA in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each invoice must contain an invoice number (which will vary from month to month.) All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Article), whichever is earlier.

27.4.4.1 Resale - AT&T CALIFORNIA will assign a separate account number to CLEC for each state and billing type.

27.4.4.2 Resold service shall be measured at the message level in conversation seconds. The conversation seconds will be rounded on a per message basis to whole minutes, then totaled for all messages in a monthly bill cycle.

27.4.5 All electronic bills will be in EMI or EDI file format, whichever the Billed Party specifies. EDI file format bills are delivered via Connect:Direct AT&T CALIFORNIA will transmit billing information from its Resale billing system via Connect: Direct or Dial-in FTP, whichever the Billed Party specifies.

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27.5 Tape Or Paper Transmissions

For additional information for tape or paper transmission see CLEC Online, Billing section, EDI Guide section. The EDI Guide is a technical resource and is not intended to countermand any terms in the Agreement related to tape or paper transmissions. Nor is it intended to impose requirements on the Parties beyond those expressly stated in the Agreement.

27.5.1 The requirements of Sections 27.5.1 through 27.5.5 apply to all tape or paper transmissions. Further requirements specific to CABS tape transmissions are set forth in Sections 27.5.6.

	TO: CLEC	**TO: AT&T CALIFORNIA**
Tape Transmissions via U.S. Mail:		
Tape Transmissions via Overnight Delivery:		
Paper Transmissions via U.S. Mail:		
Paper Transmissions via Overnight Delivery:		

27.5.2 Each Party will adhere to tape packaging practices that will prevent data damage.

27.5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, odd parity 38,000, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). CLEC reserves the right to destroy a tape that has been determined to have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

27.5.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. LEC's name, address, and contact shall appear on the flat side of the cartridge or reel.

27.5.5 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

27.5.6 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format:

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

27.6 Testing Requirements

27.6.1 At least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 30 days prior to either party changing to a new CABS version; or at least 30 days prior to either party changing bill mediums (e.g., from paper to electronic), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. AT&T CALIFORNIA shall also provide to CLEC's Company Manager, , the LEC's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify AT&T CALIFORNIA within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. AT&T CALIFORNIA shall make the necessary corrections within the time period agreed to with CLEC to ensure that the billing test file meets CABS/BOS specifications. AT&T CALIFORNIA shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.

27.6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing test file meets testing specifications. If the billing test file fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

27.7 Additional Requirements

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27.9 Meet Point Billing – Facilities Based

27.9.1 CLEC and AT&T-CALIFORNIA will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via AT&T CALIFORNIA's Access Tandem in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

27.9.2 CLEC and AT&T CALIFORNIA will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

27.9.2.1 The details of record exchange options available to CLEC from AT&T CALIFORNIA are set forth in Schedule 27.1 (Recording Appendix).

27.9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, IXC billing contact telephone number, IXC type of service, IXC ACTL and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

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27.9.5 Neither Party will compensate the other for any record exchange under Section 27.9 of this Article or under Schedule 27.1 (Recording Appendix).

27.9.6 The Official Recording Company will provide to the other Party the Switched Access Detail Usage Data (category 1101XX records) via such media as the Parties may agree to, on a daily basis within ten (10) business days after the usage occurs. The Official Recording Party will send such data to the location specified by the other Party.

27.9.6.1 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is:
(1) the end office company for originating traffic,
(2) the tandem company for terminating tandem routed traffic, and
(3) the SSP company for originating 800 traffic.

27.9.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. The Party that performs the SSP function (launches the query to the 800 database)

will bill the 800 Service Provider for this function.(comment new language that should be included.

27.9.8 Each Party agrees to provide the other Party with notification of any discovered errors in data within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 27.9 of this Article due to loss, uncorrectable errors or otherwise, the provisions of Sections 5.3 and 5.4 of Schedule 27.1 (Recording Appendix) applicable to AT&T CALIFORNIA shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, unrecorded, damaged or destroyed billing data. The foregoing shall not limit AT&T CALIFORNIA'S obligations, if any, under the Attachments pertaining to performance measures/remedies.

27.9.9 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

27.10 Mutual Compensation

27.10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Article 21, (Intercarrier Compensation Including Reciprocal Compensation) and in accordance with this Section 27.10.

27.10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 27.3.2, preceding.

27.10.3 Where CLEC, as a facility-based provider, is using terminating recordings produced within its network to bill reciprocal compensation, AT&T California will provide 50-01-[XX] detail records to <<customer_short_name>> in a transit call situations where <<customer_short_name>> is providing facility based service and 1) and a call originates from a customer utilizing AT&T switching and terminates to <<customer_short_name>>, or where 2) interconnection traffic transits AT&T California network and terminates to <<customer_short_name>>, unless <<customer_short_name>> states in written correspondence to AT&T California that is able to bill the originating party accurately without such records, or 3) mutually agreed upon by the Parties. <<customer_short_name>> will bill the originating UNE carrier for the MOUs terminated on the CLEC network.

27.10.3.1 When CLEC has a billing dispute with a third party originating carrier who accessed through the AT&T CALIFORNIA network and was terminated on CLEC's network, AT&T CALIFORNIA will, upon written request, provide CLEC the third party

originating carrier's OCN or other additional information. This will allow for CLEC to bill the proper carrier for terminations on its switches.

27.11 Payment of Charges

27.11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of Article 1, General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to payment of charges, deposits, and billing, disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

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27.13 Customer Usage Data – General Requirements

27.13.1 Daily usage data will be provided by AT&T CALIFORNIA to CLEC via a daily usage file (DUF). The DUF will be provided when CLEC purchases unbundled network switching, Resale services and/or other services billed out of the Resale billing system**.** AT&T CALIFORNIA will not provide usage data where customers have flat rate local services billed out of the Resale billing system, but will provide usage data where customers have measured local services.

27.13.2 AT&T CALIFORNIA will provide all usage data for CLEC's customers using the AT&T CALIFORNIA-provided Network Element(s) and Resale services. and/or other services billed out of the Resale billing system

27.13.3 AT&T CALIFORNIA will provide usage data for all calls for Network Elements that AT&T CALIFORNIA records (e.g., unbundled local switching, but not loops). AT&T CALIFORNIA will provide usage data for all calls for Resale services and/or other services billed out of the Resale billing system offerings that AT&T CALIFORNIA records for itself (e.g., Local Measured Service.)

27.13.4 AT&T CALIFORNIA will provide to CLEC Usage Data for CLEC customers only, which will include usage data for 3rd party originated calls. AT&T CALIFORNIA will not submit other local carrier usage data as part of the CLEC Usage Data.

27.13.5 AT&T CALIFORNIA will only provide daily usage files pursuant to this Section for services described in Section 27.13.1 and provided to CLEC under this Agreement.

27.14 Customer Usage Data Format for Services Described in Section 27.13.1

27.14.1 AT&T CALIFORNIA will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type.

27.14.2 AT&T CALIFORNIA will include the Working Telephone Number (WTN) of the call originator as well as the terminating telephone number on each EMI call record when technically feasible. Parties agree to work together if industry problems prevent the delivery of this data.

27.14.3 All usage records will be in packs in accordance with current EMI standards, as those may change from time to time. The Parties agree that once CLEC informs AT&T CALIFORNIA the number of packs/invoices per state has reached 80, the Parties will begin work to increase the records contained in the packs.

27.14.4 AT&T CALIFORNIA will include the OCN of the originating carrier in the usage records it provides for calls originated by third party carriers utilizing an AT&T CALIFORNIA ULS Port that terminates to an CLEC ULS Port when technically feasible.

27.14.5 AT&T CALIFORNIA will transmit formatted usage data to CLEC over Network Data Mover Network using CONNECT:DIRECT protocol, or otherwise agreed to by the Parties.

27.14.6 CLEC and AT&T CALIFORNIA will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.

27.14.7 AT&T CALIFORNIA will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

27.14.8 Changes to the DUF (Usage Data EMI format, content, and transmission processes) will be tested prior to implementation as mutually agreed by both parties and written notification will be provided to CLEC at least 60 days in advance to request Test data from AT&T CALIFORNIA.

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27.16 Alternatively Billed Calls – UNE-P

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27.16.2 Alternately Billed Calls - Resale Services

27.16.2.1 Calls that are placed using the services of AT&T CALIFORNIA or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using a CLEC Resale service line and billed to an AT&T CALIFORNIA line or other LEC or LSP are called "Outcollects."

27.16.2.2 Outcollects: AT&T CALIFORNIA will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number,

etc.). AT&T CALIFORNIA has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider ("LSP") will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A per-message charge for AT&T CALIFORNIA's transmission of Outcollect messages to CLEC is applicable, and AT&T CALIFORNIA will bill CLEC for the transmission charge set forth in the Pricing Schedule. In addition, CLEC will compensate AT&T CALIFORNIA for the receipt of the IntraLATA toll message.

27.16.2.3 Incollects: For messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"), AT&T CALIFORNIA will provide the rated messages it receives from the CMDS1 network or which AT&T CALIFORNIA records (non-ICS) to CLEC for billing to CLEC's end-users. AT&T ILLINOIS will transmit such data on a daily basis. AT&T CALIFORNIA will credit CLEC the Billing and Collection ("B&C") fee set forth in the Pricing Schedule for billing the Incollects. CLEC and AT&T CALIFORNIA have stipulated that a per message charge for AT&T CALIFORNIA's transmission of Incollect messages to CLEC is applicable, and AT&T CALIFORNIA will bill CLEC for the transmission charge set forth in the Pricing Schedule.

27.16.2.4 A Data Exchange Stand Alone Agreement for Resale is available and addresses the settlement process between Resale CLEC and AT&T California.

27.16.3 Alternately Billed Calls – Facility Based CLEC

27.16.3.1 Appendix Data Exchange addresses the settlement process between facility-based CLEC and AT&T California.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.2 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.3 As used herein, the term "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **AT&T CALIFORNIA**'s OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T CALIFORNIA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in R.97-10-016 and I.97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in **AT&T CALIFORNIA** ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for **AT&T CALIFORNIA**. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **AT&T CALIFORNIA** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **AT&T CALIFORNIA**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

ARTICLE 33
OPERATIONS SUPPORT SYSTEMS (OSS)

33.1 Introduction

33.1.1 This Article sets forth terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.2 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

"**AT&T CALIFORNIA**" - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.

"**AT&T MIDWEST REGION 5-STATE**" - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as "AT&T MIDWEST REGION 5-STATE"), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

"**AT&T SOUTHWEST REGION 5-STATE**" - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as "SBC SOUTHWEST REGION 5-STATE"), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

"**AT&T-2STATE**" - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA** (and previously referred to as "SBC-2STATE"), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

AT&T-13STATE - As used herein, AT&T-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-12STATE - As used herein, AT&T-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-8STATE - As used herein, AT&T-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-7STATE - As used herein, AT&T-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-SWBT - As used herein, AT&T-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
AT&T-AMERITECH - As used herein, AT&T-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC (AT&T CALIFORNIA) - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

33.2 Definitions

33.2.1 “LSC” means the Local Service Center (LSC) for AT&T-.

33.2.2 “LOC” means the Local Operations Center (LOC) for AT&T-13STATE

33.2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for AT&T-13STATE.

33.3 General Conditions

33.3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, AT&T-13STATE and CLEC will use manual processes. Should AT&T-13STATE develop

electronic interfaces for these functions for itself, AT&T-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, AT&T-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via AT&T-13STATE's LSC or LECC, and for repair and maintenance functions through AT&T-13STATE's LOC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

33.3.2 When AT&T-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 33.3.10 below, those interfaces will be deemed automatically added to this Article, upon request of CLEC unless AT&T-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, AT&T-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

33.3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to AT&T-13STATE 's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

33.3.2.2 AT&T-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

33.3.3 When AT&T-13STATE retires Interfaces in accordance with the Change Management Process referenced in Section 33.3.10 below, those Interfaces will be deemed automatically deleted from this Article.

33.3.4 Proper Use of OSS interfaces:

33.3.4.1 For AT&T-13STATE, CLEC agrees to utilize AT&T-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from AT&T-13STATE pursuant to this Agreement and applicable tariffs. Section 1.9 of the General Terms and Conditions shall apply to any disputes which arise under this Agreement, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with AT&T-13STATE's security guidelines.

33.3.4.2 In the event AT&T-13STATE has good cause to believe that CLEC has used AT&T-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-13STATE shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to AT&T-13STATE's Notice of Misuse, which shall be provided to AT&T-13STATE within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T-13STATE's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

33.3.4.3 Section 1.9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T-13STATE's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T-13STATE's OSS shall be governed by Section 1.7.6 of the General Terms and Conditions of the Agreement.

33.3.4.4 In the event CLEC does not agree that CLEC's use of AT&T 13STATE's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T 13STATE, then the Parties agree to the following steps:

33.3.4.4.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. AT&T may invoke the dispute resolution process in Section 1.9 (General Terms and Conditions) to devise such remedy.

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

33.3.5 Upon notice and good cause shown, AT&T-13STATE shall have the right to conduct an audit of CLEC's use of the AT&T-13STATE OSS. As used in this Section, the term

"good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T-13STATE OSS is justified under the circumstances that exist at the time AT&T-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T 13STATE OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T 13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T 13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T 13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T 13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T 13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T 13STATE, or any AT&T affiliate.

33.3.6 OSS Access to CPNI

33.3.6.1 Within AT&T-13STATE regions, CLEC's access to pre-order functions described in Sections 33.4.2.2 and 33.4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider.

33.3.6.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

33.3.6.3 Throughout AT&T-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

33.3.7 AT&T-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

33.3.8 AT&T-13STATE shall provide support for the Interfaces described in this Article. In accordance with the AT&T 13STATE Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T-13STATE shall list the business days and hours for each call center in AT&T-13 STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: Monday through Friday, excluding Holidays, 7:00 a.m. to 7:00 p.m. Central time.

LSC, LECC, MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC– Maintenance: 7 days per week, 24 hours per day
LOC– Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

33.3.9 AT&T-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

33.3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

33.3.11 Intentionally Left Blank

33.3.12 CLEC is responsible for obtaining operating system software and hardware to access AT&T-13STATE OSS functions as specified in Sections 33.10 and 33.11 of this Article.

33.3.13 For all AT&T states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

33.3.14 AT&T-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

33.3.15 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

33.3.16 For ease of administration, this multi-state Article contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Article contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Article is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Article has been executed, filed and approved. When the parties negotiate an OSS Article for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

33.4 Pre-Ordering

33.4.1 AT&T-13STATE will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. AT&T-13STATE will make the following pre-order functions available to CLEC:

33.4.2 Pre-ordering functions for Resale Services and UNEs include:

33.4.2.1 Feature/Service Availability:

33.4.2.1.1 Feature Inquiry provides AT&T-13STATE with feature and service availability by WTN, NPA/NXX/X, and CLLI Code (as applicable).

33.4.2.1.2 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

33.4.2.2 Customer Service Information - CSI Inquiry:
Access to AT&T-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 33.3.2 of this Article.

33.4.2.3 Telephone Number Inquiry:
AT&T-13STATE provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

33.4.2.4 Scheduling Inquiry/Availability:

33.4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

33.4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

33.4.2.5 Address Validation Inquiry: AT&T-13STATE provides address validation function.

33.4.2.6 Loop Pre-Qualification Inquiry:
AT&T-13STATE provides a loop pre-qualification inquiry function.

33.4.2.6a AT&T 13-STATE provides a loop qualification inquiry function.

33.4.2.7 Common Language Location Indicator (CLLI) Inquiry:
AT&T-13-STATE provides CLLI code inquiry function.

33.4.2.8 Connecting Facility Assignment (CFA) Inquiry:
AT&T-13STATE provides a CFA inquiry function.

33.4.2.9 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
AT&T-13STATE provides a NC/NCI inquiry function.

33.4.3 Intentionally left blank.

33.4.4 Electronic Access to Pre-Order Functions:

33.4.4.1 Intentionally left blank.

33.4.4.2 Intentionally left blank.

33.4.4.4 Intentionally left blank.

33.4.4.5 AT&T-13STATE Resale Services, UNE and LNP Pre-Order System Availability: AT&T-13STATE will provide CLEC access to the following system:

33.4.4.5.1 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by AT&T-13STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is an application-to-application interface that can be integrated with the CLEC's own systems.

33.4.4.5.2 Enhanced Verigate is a CLEC interface developed by AT&T-12STATE that provides access to the pre-ordering functions. Enhanced Verigate is accessible via the web-based Toolbar.

33.4.5 Other Pre-order Function Availability:

33.4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

33.4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T-12STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes
- USOC (Universal Service Order Codes)
- Community Names

- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)

33.5 Ordering/Provisioning

33.5.1 AT&T-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to Section 33.3.1. CLEC will format the service request to identify what features, services, or elements it wishes AT&T-13STATE to provision in accordance with applicable AT&T-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 33.3.10 (Change Management) of this Article.

33.5.2 AT&T-13STATE will provide CLEC access to one or more of the following systems or interfaces:

33.5.3 Intentionally left blank.

33.5.4 Intentionally left blank

33.5.5 Intentionally left blank

33.5.6 Intentionally left blank.

33.5.7 Intentionally left blank

Resale and UNE Service and LNP Order Request and Provisioning System Availability:

33.5.8 AT&T-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AT&T-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and AT&T-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP), will be ordered consistent with the OBF LSR and EDI process.

33.5.9 Intentionally left blank.

33.5.10 Intentionally left blank

33.5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T will utilize AT&T's ordering requirements

which are based on industry ASR guidelines developed by OBF. AT&T 13STATE support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs are transmitted to AT&T-13STATE via NDM Direct Connect Extended Enhanced Loops/Links (EELs) (also known as Multi-Serving Wire Centers) shall be ordered via the procedures set forth on the CLEC Online website, consistent with the Uniform Plan of Record.

33.5.12 For AT&T-12STATE, WebLEX is the new uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

33.5.13 Intentionally left blank.

33.5.14 AT&T-Ameritech will utilize industry guidelines to develop and implement the necessary changes to allow CLEC to send an LSR utilizing LSOG 5 (and future LSOG releases) for Unbundled Network Element Platform conversions without specifying the features or functionalities that were previously being provided by AT&T-Ameritech or any CLEC using AT&T-Ameritech resale or UNE-P services (i.e. a UNE-P "as-is" LSR utilizing an ACT of "W"). CLEC will compensate AT&T for its share of OSS implementation costs necessary to accommodate the "as is" process for UNE-P.

33.6 Additional Terms For Provisioning

33.6.1 Provisioning for Resale Services and UNEs in AT&T-13STATE:

33.6.1.1 Intentionally left blank

33.6.1.2 Intentionally left blank

33.6.1.3 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 33.5.11 above, AT&T-13 STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the AT&T-13 STATE due date for order completion. ("Due Date"). Upon completion of an LSR, AT&T-13 STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

33.6.1.4 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX), AT&T-13 STATE shall provide electronic jeopardy notification of any instances when AT&T-13 STATE's due dates are in jeopardy of not being met by AT&T-13 STATE. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation

has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes are sent at service order level. When CLEC places an electronic order using either AT&T's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system as described in Section 33.5.11 above, AT&T-13 STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. AT&T-13 STATE shall give such notice as soon as it identifies the jeopardy or reject.

33.6.2 Provisioning for Resale Services and UNEs in AT&T-13STATE: AT&T-13STATE will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

33.6.2.1 For AT&T-13STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

33.6.2.2 For AT&T-13STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

33.6.2.3 Intentionally left blank.

33.7 Maintenance/Repair

33.7.1 through 33.7.8 Intentionally left blank

33.7.9 AT&T-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

33.7.9.1 Intentionally left blank.

33.7.9.2 Intentionally left blank.

33.7.9.3 In AT&T-13STATE, Electronic Bonding/Trouble Administration- Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

33.7.9.4 Intentionally left blank.

33.7.9.5 In AT&T-13STATE, Electronic Bonding/Trouble Administration (EB/TA) is an application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC)

Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T-13STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T-13STATE will exchange requests over a mutually agreeable X.25-based network.

33.8 **Billing And Customer Usage**

33.8.1 AT&T-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T-13STATE will provide CLEC billing information in a paper format or via 18 track magnetic tape, as agreed to between CLEC and AT&T-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

33.8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

33.8.1.2 For Resale Services in AT&T-AMERITECH, CLEC may elect to receive its bill on CD.

33.8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

33.8.2.1 In AT&T-SWBT, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T-SWBT's Local Exchange Tariff.

33.8.2.2 In AT&T-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SWBT Classic Toolbar.

33.8.2.3 In AT&T-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

33.8.2.4 In AT&T-13STATE, CLEC may receive electronically a Daily Usage File (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

33.8.2.5 Intentionally left blank

33.8.2.6 In AT&T 13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.

33.8.2.7 In AT&T-AMERITECH, CLEC may receive a mechanized bill via the AT&T-AMERITECH Electronic Billing System (AEBS) transaction set.

33.8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

33.8.3.1 For UNEs, LNP, and interconnection trunks, AT&T-13STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

33.8.3.2 In AT&T-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SWBT Classic Toolbar.

33.8.3.3 In AT&T-13STATE, CLEC may receive a Daily Usage File (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

33.9 Local Account Maintenance

Loss Notification

33.9.1 AT&T-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering WebLEX GUI interface.

Change of Preferred InterLATA or IntraLATA Carrier

33.9.2 AT&T-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.

33.9.3 When a CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify AT&T-13STATE of this change using a Local Service Request ("LSR") which it will send to AT&T-13STATE over the ordering gateway for provisioning local service. AT&T-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. AT&T-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

33.9.4 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

33.10 Remote Access Facility

33.10.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE. Each of these xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 33.10.1.1. Not all applications are available using dial-up. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

33.10.2 Intentionally left blank.

33.10.3 Intentionally left blank.

33.10.4 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC shall provide its own router, and all network equipment (including Channel Service Units/Data Service Units (CSU/DSU) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T-13STATE "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **AT&T SOUTHWEST REGION 5-STATE** LRAF, **AT&T-2STATE** PRAF, **AT&T MIDWEST REGION 5-STATE** ARAF, and **AT&T CONNECTICUT** SRAF. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **AT&T-13STATE** OSS via the public internet. CLEC shall pay the cost of the call if Switched Access is used.

33.10.5 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via an AT&T xRAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing an AT&T-13STATE OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

33.10.6 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC xRAF access plans in detail and schedule testing of such connections.

33.10.7 For AT&T 13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.

33.10.8 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then AT&T-13STATE will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the AT&T-13STATE service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

33.11 Data Connection Security Requirements

33.11.1 CLEC agrees that interconnection of CLEC data facilities with AT&T-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: "AT&T-13STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection to a RAF. The following additional terms in this Section govern direct and dial up connections between CLEC and AT&T-13STATE for access to OSS interfaces.

33.11.2 Joint Security Requirements.

33.11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

33.11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

33.11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

33.11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual

knowledge that a virus or other malicious code has been transmitted to the other Party.

33.11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or AT&T-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

33.11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

33.11.3 Additional Responsibilities of Both Parties.

33.11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

33.11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

33.11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

33.11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The

corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

33.11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

33.11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

33.11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

33.11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 33.11.5 – 33.11.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-13STATE, respectively, as the providers of the computer, network or information in question.

33.11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

33.11.5 General Policies

33.11.5.1 Each Party's resources are for approved business purposes only.

33.11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

33.11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

33.11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

33.11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

33.11.6 User Identification

33.11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

33.11.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

33.11.6.3 Userids will be revalidated on a monthly basis.

33.11.7 User Authentication

33.11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

33.11.7.2 Passwords must not be stored in script files.

33.11.7.3 Passwords must be entered by the user in real time.

33.11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

33.11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

33.11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

33.11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

33.11.8 Access and Session Control

33.11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

33.11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

33.11.9 User Authorization

On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

33.11.10 Software And Data Integrity

33.11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

33.11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

33.11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

33.11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

33.11.11 Monitoring And Audit

33.11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (AT&T-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

33.11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

33.12 Cooperative Testing And Training

33.12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

33.12.2 Prior to live system usage, CLEC must complete user education classes for AT&T-13STATE-provided interfaces that affect the AT&T-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

33.12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and AT&T-13STATE agree that charges will be billed by AT&T-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to AT&T-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less that two weeks prior to the scheduled start date. Should AT&T-13STATE cancel a class for which CLEC is registered less than two weeks

prior to the scheduled start date of that class, AT&T-13STATE will waive the charges for the rescheduled class of the registered students.

33.12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

33.12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and AT&T-13STATE availability, and will be coordinated among CLEC, CLEC's AT&T-13STATE Account Manager, and AT&T-13STATE Industry Markets CLEC Training Product Management.

33.12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T-13STATE system are strictly prohibited.

33.12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T-13STATE's OSS in accordance with this Article and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 1.6 of the General Terms and Conditions.

33.13 Miscellaneous Charges

33.13.1 There are no charges for access to AT&T-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in the Pricing Schedule. Subject to and in accordance with the commitments made by AT&T in connection with the AT&T-Ameritech merger, AT&T-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.

33.13.2 For AT&T-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

33.13.3 For AT&T-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.

33.13.4 Intentionally left blank.

33.13.5 For AT&T-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T-13STATE on an Individual Case Basis (ICB) and priced as such.

33.13.6 AT&T-SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ARTICLE 35
ENTIRE AGREEMENT
SIGNATURES

35.0 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. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 22nd day of October 2008.

Access One, Inc.

Signature: _____

Name: Mark Jozwiak
(Print or Type)

Title: President
(Print or Type)

Date: 9/22/2008

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

Signature: _____

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

Title: Director - Interconnection Agreements

Date: 10-22-08

	Resale OCN	UNE OCN
CALIFORNIA	5043	5794

ACNA - EEO

SCHEDULE 2.2
BONA FIDE REQUEST

2.2.1 Bona Fide Request.

2.2.1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this schedule shall govern the submission of requests by CLEC to AT&T CALIFORNIA for methods of interconnection, access to Unbundled Network Elements (including Combinations thereof), or customized services that are not otherwise addressed in this Agreement at the time of such request.

This Bona Fide Request ("**BFR**") process applies to each Bona Fide Request submitted to AT&T CALIFORNIA.

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

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

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

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

2.2.1.4.1.1 Include with its BFR Application Form a Deposit**,** which Deposit will be in the amount of two thousand dollars ($2,000), unless a different BFR deposit amount

applicable to this Agreement has been established by the Commission, to cover AT&T CALIFORNIA's preliminary evaluation costs, in which case AT&T CALIFORNIA may not charge CLEC in excess of the Deposit to complete the Preliminary Analysis; or

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

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

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

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

2.2.1.6.1 indicate that AT&T CALIFORNIA will provide the BFR Item; or

2.2.1.6.2 provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

2.2.1.7 If the Preliminary Analysis indicates that AT&T CALIFORNIA will provide the BFR Item, CLEC may, at its discretion, provide written authorization for AT&T CALIFORNIA to prepare a **"BFR Quote"**. The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs (v) terms and conditions by which the Request shall be made available, and (vi) any other information AT&T CALIFORNIA deems relevant to CLEC's request for the BFR Item. CLEC's written authorization to develop the BFR Quote must be received by AT&T CALIFORNIA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to CLEC's obligation to pay AT&T CALIFORNIA's reasonable costs incurred for the Preliminary Analysis as set forth in Section 2.2.1.4, above. Any request by CLEC for AT&T CALIFORNIA to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

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

2.2.1.9 Within thirty (30) days of its receipt of the Bona Fide Request Quote, CLEC must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse AT&T CALIFORNIA for its reasonable costs incurred in the preparation of the BFR Quote. If CLEC believes AT&T CALIFORNIA's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under Article 1, Section 1.9, of the Agreement. If, AT&T CALIFORNIA does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and CLEC will reimburse AT&T CALIFORNIA for its reasonable costs incurred in preparing the BFR Quote.

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

2.2.1.11 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under Article 1, Section 1.9, of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after

giving the other Party written notice at least five (5) calendar days in advance of invoking Article 1, Section 1.9.

2.2.2 BFR-OC Process

2.2.2.1 In order to request unbundled network elements that are ordinarily combined and not provided for in Article 9, Table 1, the request should be made via the "Bona Fide Request for an Ordinarily Combined Combination" process (hereafter referred to as BFR-OC). The BFR-OC, as referenced herein, is a telecommunications carrier's written request to the Company to provide an ordinarily combined combination of unbundled network elements not specifically identified in Article 9, Table 1.

2.2.2.2 A telecommunications carrier who submits a BFR-OC shall provide:

(a) a technical description of each requested feature, capability, functionality or unbundled network element requested including specification of what UNEs the telecommunications carrier requests the Company to combine, or

(b) a service provided by the Company that the telecommunications carrier wishes to provide through an ordinarily combined combination of UNEs. This includes retail services provided by the Company that may be requested, on a UNE basis.

2.2.2.3 The Company will notify both the Commission and the requesting telecommunications carrier each time additional information is requested by the Company to establish a complete BFR-OC request. The notice will identify the information that is required. The telecommunications carrier is responsible for supplying the requested information and any related information needed to complete its BFR-OC request. None of the time periods shall begin to run until all BFR-OC information required by the Company is received.

2.2.2.4 For all requests submitted via the BFR-OC process, the Company will notify the requesting telecommunications carrier within 10 calendar days of receipt of the complete BFR-OC whether the Company will accept or reject the BFR-OC. The Company will acknowledge receipt of the BFR-OC to the Commission and the requesting telecommunications carrier within two calendar days of receipt of the complete BFR-OC, and will continue to notify the Commission and the requesting telecommunications carrier within two calendar days of the Company's completion of each step in the handling of the BFR-OC. Notification will not be initiated until all BFR-OC information required by the Company is received.

2.2.2.5 For each complete BFR-OC accepted by the Company, the Company will provide the requesting telecommunications carrier within 30 calendar days of receipt of the BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the

requested UNE combination), together with general terms and conditions that apply to the offering. If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's preliminary analysis that the requesting telecommunications carrier wants the Company to proceed with development of the "ordinarily combined" UNE, the Company will provide the requesting telecommunications carrier a Final Quote within 60 calendar days of receipt of the notification to proceed. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions. Both the Commission and the requesting telecommunications carrier will be provided with a complete explanation of the grounds for any denial of any request within two days of the decision being reached. The notice should include at a minimum, the statutory grounds for denial, the factors that went into the decision that grounds for denial existed and the person or persons who participated in reaching the decision to deny the request, including an indication of who the ultimate decision maker was. If the BFR-OC is rejected, the telecommunications carrier may, at its option, resubmit the request as a standard BFR, according to the provisions set forth herein. The Company will waive its standard fees associated with the costs in the case of a BFR-OC.

2.2.2.6 If the requesting telecommunications carrier notifies the Company within 30 calendar days of receipt of the Company's Preliminary Analysis that the requesting telecommunications carrier wants the Company to proceed with development of the BFR, the Company will provide both the Commission and the requesting telecommunications carrier a Final Quote within 90 calendar days of receipt of the requesting telecommunications carrier's written notification to proceed with the Final Quote. The Final Quote will include a price quote, a firm delivery date, and any necessary terms and conditions. The Company will provide both the Commission and the requesting telecommunications carrier with a complete explanation of the grounds for any denial of any BFR within 30 days of receipt of a complete BFR.

SCHEDULE 3.1
SPACE LICENSE

3.1.1 CLEC, at its sole discretion, may license AT&T CALIFORNIA to situate AT&T CALIFORNIA equipment in the CLEC CO and to utilize CLEC site support services in the CLEC CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering I-Traffic to CLEC for completion in accordance with Article 3 (Interconnection Pursuant to Section 251(c)(2)). Such licenses and site support services are referred to herein collectively as a "Space License."

3.1.2 The only allowable network interfaces under a Space License are DS1 and DS3.

3.1.3 Space Licenses are available at CLEC's sole discretion and are further subject to the availability of space and site support services in each CLEC CO. To establish a Space License, AT&T CALIFORNIA must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

3.1.3.1 Among the information to be provided in the questionnaire, AT&T CALIFORNIA must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the CLEC CO in which AT&T CALIFORNIA's equipment is or is to be located is referred to herein as the "Equipment Space."

3.1.3.2 The AT&T CALIFORNIA is responsible for the installation of Licensed Facilities in accordance with CLEC's installation processes and procedures.

3.1.3.3 If AT&T CALIFORNIA desires to modify its request, prior to notification from CLEC regarding availability, AT&T CALIFORNIA may do so by requesting that CLEC cancel the original request providing a new questionnaire to CLEC to process.

3.1.4 Following receipt of the questionnaire, CLEC will determine whether there is sufficient CLEC CO space and site support services to meet the request contained in AT&T CALIFORNIA's questionnaire. CLEC will notify AT&T CALIFORNIA in writing whether there is sufficient CLEC CO space available for each such request.

3.1.5 Upon receiving written notification of the availability of CLEC CO space from CLEC, AT&T CALIFORNIA will provide written verification that it still requires such CLEC CO space. This written notification is AT&T CALIFORNIA's firm order for each CLEC CO space requested, and will constitute an executed Space License under the terms of this Agreement.

3.1.6 The rates and charges payable by AT&T CALIFORNIA under this Space License are set forth in the Pricing Schedule.

3.1.7 CLEC agrees to provide site support services as follows:

3.1.7.1 CLEC will design, engineer, furnish, install, and maintain cable racks for AT&T CALIFORNIA's use.

3.1.7.2 CLEC will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which CLEC will supply DC power to AT&T CALIFORNIA.

3.1.7.3 CLEC will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

3.1.7.4 CLEC will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that CLEC maintains for its own similar equipment.

3.1.8 CLEC will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

3.1.9 AT&T CALIFORNIA will use the Space Licenses for the solely for the purpose of delivering its I-Traffic to CLEC, so that CLEC may complete such calls in accordance with this Schedule. AT&T CALIFORNIA agrees not to make any other use of the Space Licenses without the advance written consent of CLEC.

3.1.10 Upon reasonable advance notice and for the limited purpose of performing work for which AT&T CALIFORNIA is responsible under this Agreement, CLEC licenses AT&T CALIFORNIA to enter and exit the Equipment Space through portions of the CLEC CO as designated by CLEC. Unless a service outage is occurring or appears to be imminent, AT&T CALIFORNIA shall perform its work in the CLEC CO during regular business hours as designated from time to time by CLEC.

3.1.11 AT&T CALIFORNIA shall either furnish to CLEC, and keep current, a written list of all AT&T CALIFORNIA's employees and CLEC approved contractors authorized to enter the Equipment Space, or provide a 24-hour local or toll-free telephone number which CLEC can use to verify the authority of such persons. AT&T CALIFORNIA shall also furnish to CLEC, and keep current, samples of the identifying credentials to be carried by such persons. CLEC will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding any other provision of this Agreement, AT&T CALIFORNIA hereby releases CLEC, CLEC's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom CLEC has admitted in good faith to the CLEC CO.

3.1.12 While in the CLEC CO, employees of AT&T CALIFORNIA and its contractors must comply at all times with CLEC's security and safety procedures and requirements. CLEC may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with CLEC's procedures and requirements after being notified of them.

3.1.13 AT&T CALIFORNIA will be responsible for selecting its contractors and causing their compliance with this Agreement.

3.1.14 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around CLEC's CO.

3.1.15 AT&T CALIFORNIA's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in CLEC's sole judgment, might cause damage to or otherwise interfere with CLEC's operations. CLEC reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of CLEC (and its affiliates, vendors, and customers).

3.1.16 In addition to the Licensed Facilities, AT&T CALIFORNIA may bring into the Equipment Space the small tools and portable test equipment needed for the work for which AT&T CALIFORNIA is responsible. AT&T CALIFORNIA will be responsible for the care and safeguarding of all such items. AT&T CALIFORNIA may not bring any other items into the CLEC CO without CLEC's prior written consent. In particular, and without limiting the foregoing, AT&T CALIFORNIA may not bring into the CLEC CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

3.1.17 CLEC and its designees may inspect or observe the Equipment Space, the space designated by CLEC for AT&T CALIFORNIA transmission cable, the Licensed Facilities, and any work performed by or behalf of AT&T CALIFORNIA in the CLEC CO, at any time. If the Equipment Space is surrounded by a security enclosure, AT&T CALIFORNIA shall furnish CLEC with all mechanisms and information needed for entry to the Equipment Space.

3.1.18 CLEC and AT&T CALIFORNIA intend that the Licensed Facilities, whether or not physically affixed to the CLEC CO, shall not be construed to be fixtures. AT&T CALIFORNIA (or the lessor of AT&T CALIFORNIA equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

3.1.19 AT&T CALIFORNIA agrees not to sell, convey, or lease AT&T CALIFORNIA transmission cable under any circumstances, except for a conveyance of AT&T CALIFORNIA transmission cable to CLEC upon termination of the applicable Space License. AT&T CALIFORNIA further agrees not to cause, suffer, or permit AT&T CALIFORNIA transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by AT&T CALIFORNIA or any act or omission of AT&T CALIFORNIA. If AT&T CALIFORNIA transmission cable becomes so encumbered, AT&T CALIFORNIA agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

3.1.20 The licenses granted by this Agreement are non-exclusive personal privileges allowing AT&T CALIFORNIA to situate the Licensed Facilities in the locations indicated by CLEC. These licenses and the payments by AT&T CALIFORNIA under this Agreement do not create or vest in AT&T CALIFORNIA (or in any other person) any property right or interest of any nature in any part of the CLEC CO.

3.1.21 The licenses granted to AT&T CALIFORNIA under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any CLEC CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

3.1.22 CLEC may relocate the licensed space, or the CLEC CO, or both upon thirty (30) days prior written notice to AT&T CALIFORNIA. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is CLEC's responsibility and is performed by CLEC will be without charge to AT&T CALIFORNIA. CLEC will reimburse AT&T CALIFORNIA for the reasonable cost of such relocation work performed by AT&T CALIFORNIA, and CLEC will provide at its own expense any additional or replacement cable racks and AT&T CALIFORNIA transmission cable needed to accommodate the relocation of the installation. CLEC and AT&T CALIFORNIA will work together in good faith to minimize any disruption of service in connection with such relocation.

3.1.23 Licensed Facilities will be furnished, installed and maintained in accordance with the following:

3.1.23.1 AT&T CALIFORNIA agrees to furnish all Licensed Facilities.

3.1.23.2 AT&T CALIFORNIA agrees to install the Licensed Facilities. AT&T CALIFORNIA agrees to comply with specifications and processes furnished by CLEC for installation performed by AT&T CALIFORNIA.

3.1.23.3 AT&T CALIFORNIA agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in AT&T CALIFORNIA's frame to the designated CLEC power source. AT&T CALIFORNIA will distribute the power among its equipment within the Equipment Space.

3.1.23.4 AT&T CALIFORNIA agrees to maintain in good working order all AT&T CALIFORNIA equipment in Equipment Space. CLEC agrees to repair AT&T CALIFORNIA transmission cable. AT&T CALIFORNIA is not permitted to repair installed AT&T CALIFORNIA transmission cable in order to avoid possible harm to other transmission cables.

3.1.23.5 AT&T CALIFORNIA may use contractors to perform installation and maintenance for which AT&T CALIFORNIA is responsible. CLEC consents to use of those contractors listed on a then current CLEC approved list of AT&T CALIFORNIA

submitted contractors. Use of any other contractors shall require CLEC's prior written consent, which shall not be unreasonably withheld.

3.1.23.6 AT&T CALIFORNIA may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If AT&T CALIFORNIA chooses to install its equipment in locked cabinets, AT&T CALIFORNIA shall leave the appropriate keys with CLEC and agrees to allow CLEC the right of entry to such cabinets.

3.1.24 Under the Space Licenses, CLEC performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by CLEC, and provides no maintenance for any AT&T CALIFORNIA equipment in Equipment Space. CLEC warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with CLEC technical specifications and that the incidental material provided by CLEC shall be free from defects. CLEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.1.25 In addition to any other rights or remedies that CLEC may have under this Agreement or at law, CLEC may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

3.1.25.1 AT&T CALIFORNIA fails to pay charges due or fails to comply with any of the terms or conditions of this Schedule.

3.1.25.2 AT&T CALIFORNIA fails to utilize the Licensed Facilities for the authorized purpose described in this Schedule.

3.1.25.3 AT&T CALIFORNIA fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Schedule.

3.1.26 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

3.1.26.1 Within thirty (30) days after termination of a Space License, AT&T CALIFORNIA will, at its sole expense, remove all AT&T CALIFORNIA equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If AT&T CALIFORNIA fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, CLEC may, at its option, upon ten (10) days written notice to AT&T CALIFORNIA, perform the removal and restoration at AT&T CALIFORNIA's sole risk and expense.

3.1.26.2 Because removal of installed AT&T CALIFORNIA transmission cable may cause damage to other cables or fiber, AT&T CALIFORNIA agrees to relinquish its

transmission cable to CLEC in lieu of removal. Upon termination of the applicable Space License, all AT&T CALIFORNIA transmission cable will be automatically conveyed to CLEC, thereby becoming the property of CLEC, free of any interest or lien of any kind by AT&T CALIFORNIA (or by any person claiming through AT&T CALIFORNIA). At CLEC's request, AT&T CALIFORNIA will promptly execute and deliver to CLEC a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of AT&T CALIFORNIA transmission cable to CLEC.

3.1.26.3 If no monies are owed by AT&T CALIFORNIA to CLEC under this Agreement, CLEC agrees to deliver such removed equipment to AT&T CALIFORNIA's last known business address or to a domestic location designated by AT&T CALIFORNIA, at AT&T CALIFORNIA's sole risk and expense. If monies are so owed, AT&T CALIFORNIA agrees that CLEC may either take ownership free of any interest or lien by AT&T CALIFORNIA (or those claiming through AT&T CALIFORNIA) or treat such equipment as abandoned by AT&T CALIFORNIA.

SCHEDULE 9.2.1
LOCAL LOOPS

9.2.1 Local Loops.

9.2.1.1 Definition. The Loop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes a transmission facility between a distribution frame (or its equivalent) in an AT&T CALIFORNIA Central Office and the Loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled (or controlled) by AT&T CALIFORNIA. The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber (as set forth in Schedule 9.2.3) attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. In addition, the local loop network element includes DS1, DS3, and fiber. To the extent required by applicable law**,** the local loop network element includes other high capacity loops. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In the event AT&T CALIFORNIA moves existing loop facilities to new spare or otherwise maintain facilities, AT&T CALIFORNIA will make commercially reasonable efforts to terminate the new facility at the same Network Interface Device location, obviating the need for inside wire re-arrangements on behalf of CLEC. If AT&T CALIFORNIA intends to move the new Facility it will give CLEC reasonable prior notice pursuant to the written contract instructions provided by CLEC. The demarcation point is that point where AT&T CALIFORNIA's control of the loop facility ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where AT&T CALIFORNIA's and a property owner's responsibilities meet. The loop shall include the use of all test access functionality including without limitation for both voice and data, for example, smart jacks for DS1 loops. In this Schedule 9.2.1 to Article 9 any reference to SD-1 shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.1.2 Loop Requirements. AT&T CALIFORNIA must offer unbundled access to Loops. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.

9.2.1.2.1 Intentionally left blank.

9.2.1.3 Unbundled Loop Types. AT&T CALIFORNIA shall allow CLEC to access the following Loop types unbundled from local switching and transport (in addition to those Loops available under applicable tariffs) or in combination (as set forth in Article 9).

9.2.1.3.1 "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, AT&T CALIFORNIA Unbundled Analog Loops.

9.2.1.3.2 "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, AT&T CALIFORNIA Unbundled Analog Loops.

9.2.1.3.3 "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, AT&T CALIFORNIA Unbundled Digital Loops (including ISDN).

9.2.1.3.4 "xDSL capable Loop". xDSL Capable Loop" is a loop that a CLEC may use to deploy xDSL technologies and is provided as set forth in Schedule 9.2.2.

9.2.1.3.4.1 AT&T CALIFORNIA shall provide CLEC with the ability to specify, at a minimum PSD masks 1-7 when CLEC orders an xDSL capable loop from AT&T CALIFORNIA.

9.2.1.3.5 "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 AT&T CALIFORNIA's Central Office. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00023.

9.2.1.3.6 DS3 Digital Loop. The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T CALIFORNIA Central Office to the loop demarcation point at the end user premises. Unbundled DS1 or DS3 loops may be employed in combination with transport facilities to replace special access services or facilities in accordance with the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as clarified by the Order Clarifying Supplemental Order released and adopted by the FCC on June 2, 2000.

9.2.1.4 Intentionally left blank.

9.2.1.5 Access to Unbundled Loops Currently Provided Over Integrated Digital Loop Carrier Systems (IDLC). AT&T CALIFORNIA shall provide CLEC access to its unbundled Loops at each of AT&T CALIFORNIA's Wire Centers. In addition, if CLEC requests one or more Loops serviced by an Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, AT&T CALIFORNIA shall, where available either move the requested Loop(s) to a spare, existing physical Loop at no charge to CLEC or move the Loop(s) involved to a Universal Digital Loop Carrier (UDLC) facility. CLEC may request other options including employing equipment in the remote terminal location or in the central office that permits CLEC to service the retail customer in a non-discriminatory manner. AT&T CALIFORNIA shall provide such options on a Bona Fide Request (**"**BFR**"**) basis as set forth in Article 2 where technically feasible. If, however, no spare physical Loop is available, AT&T CALIFORNIA shall notify CLEC of the lack of available facilities. CLEC may then at its discretion make a Bona Fide Request (**"BFR"**) for AT&T CALIFORNIA to provide the unbundled Loop and to the extent required by law, AT&T CALIFORNIA may agree to provide such UNEs through the BFR process. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in this Agreement and the AT&T CALIFORNIA Network Element Performance Benchmarks set forth in Article 32 (Performance Measurements) of this Agreement shall not apply to unbundled Loops provided under this Section 9.2.1.5.

9.2.1.6 High Frequency Spectrum. Schedule 9.2.2 (xDSL) of this Agreement contains the requirements associated with AT&T CALIFORNIA Line Sharing and access to the High Frequency Spectrum of a loop.

9.2.1.7 Spectrum Management

9.2.1.7.1 A request by CLEC for an xDSL capable and/or an xDSL-equipped Loop will be treated in a non-discriminatory manner and provided consistent with Schedule 9.2.2.

SCHEDULE 9.2.2
XDSL AND HIGH FREQUENCY PORTION OF THE LOOP

9.2.2. High Frequency Portion of the Loop.

9.2.2.1 Introduction.

9.2.2.1.1 This Schedule sets forth terms and conditions for providing xDSL and the High Frequency Portion of the Loop ("HFPL") by AT&T CALIFORNIA and CLEC. Nothing in this Schedule 9.2.2 shall obligate AT&T CALIFORNIA to provide a splitter (defined in Section 9.2.2.2.9, below) to CLEC for purposes of line sharing or line splitting.

9.2.2.1.2 The prices at which AT&T CALIFORNIA agrees to provide CLEC with xDSL-capable loops and HFPL are contained in the Pricing Schedule.

9.2.2.1.3 AT&T CALIFORNIA shall provide CLEC with access to UNEs to provide combinations of voice services, data services, or voice and data services.

9.2.2.1.4 AT&T CALIFORNIA agrees to provide CLEC with access to UNEs (including HFPL loop offerings) in accordance with the rates, terms and conditions set forth in this Schedule 9.2.2 (HFPL) and the general terms and conditions applicable to UNEs under Article 9, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

9.2.2.2 Definitions.

9.2.2.2.1 AT&T CALIFORNIA Line Sharing is defined as use of the High Frequency Portion of the local copper loop ("HFPL") by CLEC (or a third party CLEC) to provide Advanced Services to customers that obtain retail local voice service from AT&T CALIFORNIA on the same local copper loop, as addressed in In the Matter of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order on Reconsideration in Docket 98-147, rel. December 9, 1999 and Fourth Report and Order on Reconsideration in CC Docket No. 96-98, rel. December 9, 1999 (together the "Line Sharing Order"), Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147, Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (rel. January 19, 2001) ("Line Sharing Reconsideration Order") and other applicable law. This provision does not in anyway limit CLEC's ability referenced under Section 9.2.1.2.1.

9.2.2.2.2 Line Splitting is an arrangement in which a single CLEC, or two CLECs partnering together, utilize a CLEC-owned splitter and DSLAM equipment to provide both voice and data over the same copper loop facility leased from AT&T CALIFORNIA.

This provision does not in anyway limit CLEC's ability referenced under Section 9.2.1.2.1 of Schedule 9.2.1.

9.2.2.2.3 For purposes of this Schedule, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

9.2.2.2.4 For purposes of this Schedule, a "subloop" is defined as any portion of the loop from AT&T CALIFORNIA's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in AT&T CALIFORNIA**'s** outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order.

9.2.2.2.5 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

9.2.2.2.6 Intentionally left blank.

9.2.2.2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

9.2.2.2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 9.2.2.2.7, above of this Schedule.

9.2.2.2.9 A "splitter" is a passive device used to separate the voice and data concurrently traversing a copper xDSL capable loop.

9.2.2.2.10 "Digital Subscriber Line Access Multiplexer" (DSLAM) is a piece of equipment that combines end-user DSL connections to a single high-speed signal for connection to a packet switch, typically ATM or IP.

9.2.2.2.11 "2-Wire xDSL Loop": A 2-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2,000 feet single length). However, any loop exceeding 12,000 feet, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be only performed at CLEC's request. Removal of items for loops under 12,000 feet is free of charge. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

9.2.2.2.12 "2-Wire Digital Loop" (e.g. ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Schedule 9.2.2 is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in Schedule 9.2.1 and the rates in the Pricing Schedule.

9.2.2.2.13 4-Wire xDSL Loop": A 4-Wire xDSL Loop for purposes of this Schedule 9.2.2, is a copper loop over which CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length or 2,000 feet single length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in the Pricing Schedule shall apply to this 4-Wire xDSL Loop.

9.2.2.2.14 "IDSL Loop": An IDSL Loop for purposes of this Schedule 9.2.2, is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in Schedule 9.2.1, and the rates in the Pricing Schedule. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

9.2.2.3 General Terms And Conditions Relating to the High Frequency Portion of the Loop.

9.2.2.3.1 AT&T CALIFORNIA will provide an HFPL loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Schedule. AT&T CALIFORNIA will not impose limitations on the transmission speeds of xDSL services; provided, however, AT&T

CALIFORNIA does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL loops that do not cause significant degradation with analog voice band transmission.

9.2.2.3.2 AT&T CALIFORNIA shall not deny CLEC's request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless AT&T CALIFORNIA has demonstrated to the state commission in accordance with FCC orders that CLEC's deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.3 In the event CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise approved by an industry standards body, the Federal Communications Commission or any state commission, CLEC will provide documentation describing that action to AT&T CALIFORNIA and the state commission before or at the time of its request to deploy such technology within AT&T CALIFORNIA.

9.2.2.3.4 In the event CLEC wishes to introduce a technology on the HFPL loop that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

9.2.2.3.5 AT&T CALIFORNIA shall provide CLEC a order process that will enable CLEC to change from an existing line sharing arrangement to a line splitting arrangement using AT&T CALIFORNIA provided UNEs, where CLEC or partnering CLEC is providing the existing data service. Where CLEC, or partnering CLEC, does not specify a change of splitter assignments for CLEC provided splitter, AT&T CALIFORNIA will not cause a disruption of service during a transition. Where CLEC is currently engaging in line splitting over an xDSL capable loop using AT&T CALIFORNIA provided unbundled local switching or CLEC provided switching, and requires a change in splitter assignment, the disruption required to fulfill CLEC's request will be kept to a minimum, or as documented, in advance, within mutually agreeable provisioning procedures.

9.2.2.3.6 Intentionally left blank.

9.2.2.3.7 Whenever CLEC provides service utilizing an unbundled xDSL-capable loop, either alone or utilized by CLEC in conjunction with other UNEs CLEC shall control the entire loop spectrum. In addition, CLEC has the right to offer services with the HFPL of the UNE loop, either by itself or via an authorized High Bandwidth Service Supplier ("HBSS") (as further defined below).

9.2.2.4 Intentionally left blank.

9.2.2.5 Use of High Bandwidth Service Suppliers.

9.2.2.5.1 Use of High Bandwidth Services Supplier. CLEC may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by CLEC to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by CLEC. If CLEC chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by CLEC. For orders submitted under this Schedule 9.2.2, AT&T CALIFORNIA will treat the order in exactly the same manner as if CLEC, and not a third party, submitted the order. AT&T CALIFORNIA's will make the LSP Authorization Method , available by March 13, 2004.

9.2.2.5.2 HBSSs authorized by CLEC under this Schedule 9.2.2 must be independently qualified and certified pursuant to all applicable federal and state laws and regulations to provide services using the UNE loop employed or ordered by CLEC under this Agreement, and in submitting written notice to AT&T CALIFORNIA authorizing an HBSS, CLEC represents and warrants that such qualification and certification has been obtained.

9.2.2.5.3 Notwithstanding CLEC's authorization of one or more HBSSs to add, change or delete advanced services capabilities on CLEC UNE loops, CLEC shall remain primarily obligated to AT&T CALIFORNIA under this Agreement for all charges and liabilities, including indemnification obligations, relevant to the ordering and use of the UNE loops. Further, CLEC shall be liable for any and all negligence or willful acts by such authorized HBSSs that result in property damage or personal injury to AT&T CALIFORNIA or any third party, and shall defend and indemnify AT&T CALIFORNIA against such damage pursuant to the GT&C Article's Indemnification section. Further, CLEC hereby releases AT&T CALIFORNIA from any and all liability for property damage or personal injury resulting, in whole or in part, from AT&T CALIFORNIA'a reliance on CLEC's authorization of an HBSS to add, change or delete advanced services capabilities on CLEC UNE loops under this Section.

9.2.2.6 Advanced Notification. To the extent AT&T CALIFORNIA provides advanced notification to any CLEC including an affiliate that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available in a particular central office, AT&T CALIFORNIA will provide such notification to CLEC on the same basis and at the same time.

9.2.2.7 Advanced Services Equipment Deployment.

9.2.2.7.1 CLEC may directly deploy, (or deploy through an HBSS), any advanced services equipment that operates within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

9.2.2.8 Unbundled xDSL-Capable Loop Offerings.

9.2.2.8.1 DSL-Capable Loops: For each of the loop types described in Sections 9.2.2.8.1.1 – 9.2.2.8.1.2, below, CLEC will, at the time of ordering, notify AT&T CALIFORNIA as to the Power Spectral Density (PSD) mask of the technology CLEC the will deploy.

9.2.2.8.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet total length, or 2,000 feet single length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is subject to conditioning charges (except as provided in Section 9.2.2.12.4.1 below), and will be performed at CLEC's request. The rates set forth in Pricing Schedule shall apply to this 2-Wire xDSL Loop.

9.2.2.8.1.2 Sub-Loop: In locations where AT&T CALIFORNIA has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, AT&T CALIFORNIA will make the following options available to CLEC.

9.2.2.8.1.2.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, CLEC has the option of requesting SBC AT&T CALIFORNIA to make copper facilities available (subject to Section 9.2.2.8.1.6, below).

9.2.2.8.1.2.2 CLEC has the option of collocating a DSLAM in AT&T CALIFORNIA's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When CLEC collocates its DSLAM at AT&T CALIFORNIA RTs, AT&T CALIFORNIA will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

9.2.2.8.1.2.3 Where CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and AT&T CALIFORNIA has placed a DSLAM in the RT, AT&T CALIFORNIA must unbundle and provide access to its packet switching, only if all the conditions set forth in Section 9.2.6.5 of Schedule 9.2.6 are satisfied. If the conditions are satisfied as to the RT, the Parties shall negotiate rates, terms and

conditions for unbundled packet switching to include in this Agreement. The rates set forth in the Pricing Schedule for the copper sub-loop shall apply to CLEC's copper sub-loop access.

9.2.2.8.1.3 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

9.2.2.8.1.4 When AT&T CALIFORNIA traditional retail POTS services are disconnected AT&T CALIFORNIA will notify CLEC that the POTS is being disconnected via the Loss Notification Process set forth on CLEC Online. CLEC will determine whether the Line Sharing Circuit will be converted to a full stand alone UNE loop or disconnected. All appropriate charges for the rearrangement and or disconnect shall apply, as set forth in the Pricing Schedule.

9.2.2.8.1.5 AT&T CALIFORNIA shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraphs 74 & 75. AT&T CALIFORNIA shall, however, permit line splitting, where CLEC or its designated agents access UNE loops per the FCC's Line Sharing Reconsideration Order, paragraph 17, and the FCC's Memorandum Opinion and Order in the Matter of Application of SBC Communications Inc., et al, Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, FCC 00-238, CC Docket No. 00-65, rel. June 30, 2000, paragraphs 323-329.

9.2.2.8.1.6 AT&T CALIFORNIA shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. AT&T CALIFORNIA shall be under no obligation to provide line sharing where AT&T CALIFORNIA is not the existing retail provider of the traditional, analog voice service (POTS). AT&T CALIFORNIA will, however, permit line splitting by CLEC, when CLEC uses its own splitter or the splitter of a third party. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay AT&T CALIFORNIA for any conditioning performed per Section 9.2.2.12.1 and 9.2.2.12.2, below.

9.2.2.8.1.7 For each loop (including the HFPL), CLEC shall at the time of ordering, notify AT&T CALIFORNIA as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will notify AT&T CALIFORNIA. Likewise, AT&T CALIFORNIA will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. AT&T CALIFORNIA will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC

shall provide AT&T CALIFORNIA with a technical description of the technology (including power mask) for inventory purposes.

9.2.2.8.1.8 AT&T CALIFORNIA shall not impose its own standards for provisioning xDSL services, all parties must abide by commission or FCC approved standards. AT&T CALIFORNIA will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

9.2.2.9 HFPL: Splitter Ownership and Standards

9.2.2.9.1 Splitter ownership:

9.2.2.9.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain its own splitters. Such splitters may be of a type other than that offered by AT&T CALIFORNIA. When physically collocating, splitters shall be installed in CLEC's collocation arrangement area (whether caged or cageless) consistent with AT&T CALIFORNIA's standard collocation practices and procedure. When virtually collocated, AT&T CALIFORNIA will install, provision and maintain CLEC-owned splitters under the terms of virtual collocation.

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

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

9.2.2.10 Operational Support Systems Loop Makeup Information and Ordering.

9.2.2.10.1 General: In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T CALIFORNIA is providing to any other CLEC and/or AT&T CALIFORNIA's retail operations or its advanced services affiliate.

9.2.2.10.2 AT&T CALIFORNIA shall provide CLEC or its authorized agent with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of the AT&T CALIFORNIA or AT&T CALIFORNIA affiliate(s). AT&T CALIFORNIA will offer training for CLEC personnel that is no less complete and timely as that provided to other CLECs, personnel of the AT&T CALIFORNIA or AT&T CALIFORNIA affiliates who utilize the loop qualification information. To the extent CLEC requires additional loop qualification information that is not available electronically from AT&T CALIFORNIA, but is maintained in manual records, AT&T CALIFORNIA shall make such information available within the same time frame that the information is available to the AT&T CALIFORNIA's own personnel or that of the AT&T

CALIFORNIA's subsidiary, and CLEC will be charged the same fee as that charged to AT&T CALIFORNIA subsidiaries for the manual retrieval of such information in accordance with the terms and conditions specified in Section 9.2.2.10.3.2.

9.2.2.10.2.1 AT&T CALIFORNIA, within thirty (30) days of the effective date of this Agreement, shall disclose to CLEC all loop qualification data that it will make available for understanding the transmission characteristic of a loop, regardless of whether or not the retail operations of AT&T CALIFORNIA, or the advanced services affiliate of AT&T CALIFORNIA, currently utilizes such information. AT&T CALIFORNIA shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, AT&T CALIFORNIA shall identify the most reliable source. For example, to the extent AT&T CALIFORNIA keeps records that may permit CLECs the quality of the loop, even if it is subjective in nature such records must be identified.

9.2.2.10.2.2 AT&T CALIFORNIA shall provide CLEC with any loop makeup information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment.

9.2.2.10.3 Loop Qualification: AT&T CALIFORNIA will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as AT&T CALIFORNIA's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information.

9.2.2.10.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in Section 9.2.2.10.3 above will return information including but not limited to, as described in SBC's Plan of Record when such information is contained in AT&T CALIFORNIA's electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in the Pricing Schedule.

9.2.2.10.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in the

Pricing Schedule, as long as the prices do not exceed what AT&T CALIFORNIA charges its own subsidiary.

9.2.2.10.4 All categories of loop qualification are subject to the following:

9.2.2.10.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to CLEC.

9.2.2.10.4.2 If CLEC elects to have AT&T CALIFORNIA provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to CLECs in the Performance Measurements that were adopted in the Michigan Collaboration or to AT&T CALIFORNIA's affiliate, whichever is less.

9.2.2.10.4.3 If the results of the loop qualification indicate that conditioning may be required, CLEC may request that AT&T CALIFORNIA perform conditioning at charges set forth in the Pricing Schedule. CLEC may order the loop without conditioning or with partial conditioning if desired.

9.2.2.10.4.4 For the HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, AT&T CALIFORNIA is not required to condition the loop. However, should AT&T CALIFORNIA refuse CLEC's request to condition a loop, AT&T CALIFORNIA will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

9.2.2.11 Intentionally left blank.

9.2.2.12 Provisioning.

9.2.2.12.1 Provisioning: AT&T CALIFORNIA will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee metallic loop parameters, including continuity and pair balance rates**.** On loops where CLEC has requested that no conditioning be performed, AT&T CALIFORNIA's maintenance will be limited to verifying loop suitability based on the loop makeup. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T CALIFORNIA will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, AT&T CALIFORNIA will remove load coils, repeaters, and excessive bridged tap*s* (i.e., total bridge tap and single bridge tap parameters that meet industry guidelines) at no charge to CLEC.

9.2.2.12.1.1 For purposes of this Schedule 9.2.2, "continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

9.2.2.12.1.2 For purposes of this Schedule 9.2.2, "proof of continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end.

9.2.2.12.2 Subject to Section 9.2.2.10.4.4, above, CLEC shall designate, at CLEC's sole option, what loop conditioning AT&T CALIFORNIA is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Pricing Schedule. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics.

9.2.2.12.3 The provisioning intervals are applicable to every xDSL loop and the HFPL regardless of the loop length.

9.2.2.12.3.1 The provisioning and installation interval for xDSL capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL capable loop or the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to AT&T CALIFORNIA's tariffed xDSL-based services, or its affiliate's, whichever is less.

9.2.2.12.3.2 The provisioning and installation intervals for xDSL-capable loops and the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to AT&T CALIFORNIA's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

9.2.2.12.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event

CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

9.2.2.12.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the Parties in each instance.

9.2.2.12.3.5 Subsequent to the initial order for an xDSL-capable loop, subloop or the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

9.2.2.12.3.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Pricing Schedule.

9.2.2.12.3.7 When provisioning a migration from UNE-P to line splitting AT&T CALIFORNIA shall not introduce a greater degree of service interruption or service degradation than that experienced when provisioning HFPL for line sharing.

9.2.2.12.3.8 Intentionally left blank.

9.2.2.12.4 Maintenance.

9.2.2.12.4.1 AT&T CALIFORNIA will provide CLEC remote test access capability at parity with AT&T CALIFORNIA's data affiliate. SBC- AMERITECH must either provide physical test access at the test access point on the splitter or provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) AT&T CALIFORNIA shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the end user side of the splitter, any splitter that AT&T CALIFORNIA has deployed, and all intra-office wiring that AT&T CALIFORNIA has provided. AT&T CALIFORNIA shall cooperate with CLEC (and any CLEC authorized HBSS as set forth in Section 9.2.2.5) for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

9.2.2.12.5 Billing. Any chargeable activities initiated by CLEC or its HBSS, as provided for in this section, shall be billed by AT&T CALIFORNIA to CLEC pursuant to CLEC's interconnection agreement.

9.2.2.12.6 Performance Measurement and Consequences. AT&T CALIFORNIA shall provide xDSL Service to CLEC in accordance with the Performance Standards, Measurements and Penalties detailed in this Agreement.

9.2.2.13 xDSL Acceptance Testing and Cooperative Testing.

9.2.2.13.1 AT&T CALIFORNIA and CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2.2.13.1.1 Should CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.2.13.1.2 If the LSR was placed without a request for Acceptance Testing, and CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.2.2.13.2 Acceptance Testing Procedure.

9.2.2.13.2.1 Upon delivery of a loop to/for CLEC, AT&T CALIFORNIA's field technician will call the LOC and the LOC tester will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

9.2.2.13.2.1.1 For 2-wire xDSL capable loops that are not provisioned through repeaters or digital loop carriers, the AT&T CALIFORNIA field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.2.2.13.2.1.2 For 2-wire xDSL capable loops that are provisioned through repeaters or Digital Loop Carrier, the AT&T CALIFORNIA field technician will not perform a short or open circuit due to technical limitations.

9.2.2.13.2.1.3 If the loop passes the "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for xDSL capable loops, CLEC will provide AT&T CALIFORNIA with a confirmation number and AT&T CALIFORNIA will complete the order. CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in the Pricing Schedule.

9.2.2.13.2.1.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by Schedule 9.2.2 for xDSL-capable loops**,** the LOC technician will take any or all reasonable steps to immediately resolve the problem with CLEC on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and

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

9.2.2.13.2.1.5 Intentionally left blank.

9.2.2.13.2.1.6 AT&T CALIFORNIA will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T CALIFORNIA may then close the order utilizing existing procedures, document the time and reason, and may bill CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.2.2.13.2.4 below.

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

9.2.2.13.2.1.8 Intentionally left blank.

9.2.2.13.2.1.9 Intentionally left blank.

9.2.2.13.2.1.10 Acceptance Testing Billing

9.2.2.13.2.1.10.1 CLEC will be billed for Acceptance Testing for loops that are installed correctly.

9.2.2.13.2.2 Cooperative Testing:

REGION	TARIFF
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)

9.2.2.13.2.2.1 AT&T CALIFORNIA and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

9.2.2.13.2.2.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

9.2.2.13.2.2.3 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.

9.2.2.13.2.3 Cooperative Testing Procedure: The AT&T CALIFORNIA field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

9.2.2.13.2.3.1 If the loop passes the "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.

9.2.2.13.2.3.2 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by Schedule 9.2.2 for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by Schedule 9.2.2 for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact CLEC for another cooperative testing.

9.2.2.13.2.3.3 AT&T CALIFORNIA will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by CLEC when CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T CALIFORNIA may then close the trouble ticket, document the time and reason, and may bill CLEC as if the Cooperative Test had been completed.

9.2.2.13.2.4 The charges for Acceptance and Cooperative Testing are provided in the Pricing Schedule and/or the applicable tariff.

9.2.2.13.2.4.1 If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

9.2.2.13.2.5 Line Sharing Turn-Up Testing Procedures:

9.2.2.13.2.5.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by AT&T CALIFORNIA's central office technician to ensure that no loads are

present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

9.2.2.13.2.5.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

9.2.2.13.2.5.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test.

9.2.2.14 Maintenance/Service Assurance.

9.2.2.14.1 If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2.2.14.2 Narrowband/voice service. If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, AT&T CALIFORNIA shall repair the narrowband of the loop without disturbing the broadband portion of the loop if possible. In any case, AT&T CALIFORNIA shall notify CLEC, and CLEC will determine whether it will notify its end user, any time AT&T CALIFORNIA's repair effort has the potential of affecting service on the broadband portion of the loop AT&T CALIFORNIA may proceed with repair of the voice circuit if unable to reach the end user after a reasonable attempt to do so has been made. When connected facility assignment (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.

9.2.2.14.3 AT&T CALIFORNIA will clear trouble reports referred by CLEC and proven to be in the wiring or physically tested and found to be in the Central office or in the loop at parity with clearing times AT&T CALIFORNIA provides its advanced data affiliate.

9.2.2.14.4 AT&T CALIFORNIA will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals AT&T CALIFORNIA provides its advanced services affiliates for the HFPL.

9.2.2.14.4.1 If CLEC opens a trouble ticket for the HFPL portion of the loop to AT&T CALIFORNIA and the problem is determined to be in CLEC's network, CLEC will pay AT&T CALIFORNIA the applicable commissioned-ordered tariffed rate for trouble isolation, (as specified in Section 9.2.2.13.2.2 above) upon closing the trouble ticket. CLEC shall be responsible for maintenance and repair of problems in its own network. If the problem occurs in an CLEC virtual collocation arrangement and SBC is responsible for maintenance and repair, CLEC will pay AT&T CALIFORNIA the applicable commission-ordered tariffed rate for trouble

isolation (as specified in Section 9.2.2.13.2.2 above), maintenance and repair upon closing the trouble ticket.

9.2.2.14.4.2 CLEC-owned splitters: If AT&T CALIFORNIA isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by CLEC data equipment or splitter, AT&T CALIFORNIA will notify CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The end user will have the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by CLEC. If the end user chooses to have the POTS service restored before the HFPL problem can be corrected and notifies either CLEC or AT&T CALIFORNIA, the contacted Party will notify the other and provide contact names prior to AT&T CALIFORNIA "cutting around" the POTS Splitter/DSLAM equipment to restore POTS. When CLEC resolves the trouble condition in its equipment, CLEC will contact AT&T CALIFORNIA to restore the HFPL. In the event the trouble is identified and corrected in the CLEC equipment, AT&T CALIFORNIA will charge CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, (as specified in Section 9.2.2.13.2.2 above) upon closing the trouble ticket. If the problem occurs in an CLEC virtual collocation arrangement and SBC is responsible for maintenance and repair, CLEC will pay AT&T CALIFORNIA the applicable commission-ordered tariffed rate for trouble isolation (as specified in Section 9.2.2.13.2.2 above), maintenance and repair upon closing the trouble ticket.

9.2.2.14.5 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, AT&T CALIFORNIA's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, AT&T CALIFORNIA will verify continuity and the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, AT&T CALIFORNIA will remove load coils, repeaters and excessive bridge tap at no charge.

9.2.2.14.6 AT&T CALIFORNIA will provide CLECs access to its Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may perform intrusive testing by having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on CLEC's trouble documentation for non-mechanized tests.

9.2.2.14.7 AT&T CALIFORNIA will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AT&T CALIFORNIA beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

9.2.2.14.8 CLEC shall not rearrange or modify the retail POTS within its equipment in any way without first coordinating with AT&T CALIFORNIA beyond the original HFPL service.

9.2.2.15 Spectrum Management.

9.2.2.15.1 CLEC will advise AT&T CALIFORNIA of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify AT&T CALIFORNIA as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify AT&T CALIFORNIA. CLEC will abide by standards pertinent for the designated PSD mask type.

9.2.2.15.2 AT&T CALIFORNIA agrees that, as part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. AT&T CALIFORNIA may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. AT&T CALIFORNIA shall not deny CLEC a loop based upon spectrum management issues, subject to Section 9.2.2.15.3 below. In all cases, AT&T CALIFORNIA will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by CLEC or by AT&T CALIFORNIA, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T CALIFORNIA and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, AT&T CALIFORNIA will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

9.2.2.15.3 In the event that the FCC or the industry establishes long-term standards and practices tand policies relating to spectrum compatibility and spectrum management that differ from those established in this Schedule, AT&T CALIFORNIA and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

9.2.2.15.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then AT&T CALIFORNIA and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

SCHEDULE 9.2.3
DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark Fiber shall be provided on an unbundled basis as set forth in FCC 99-238. Dark Fiber is deployed unlit fiber optic cable that connects two points within AT&T CALIFORNIA's network. Dark Fiber is spare fiber that has not been activated through connection to the electronics that "light" that fiber, and thereby rendering it capable of carrying telecommunications services. Spare dark fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end.

9.2.3.2 Interoffice Dark Fiber. AT&T CALIFORNIA will provide dark fiber in the interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different AT&T CALIFORNIA Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 AT&T CALIFORNIA will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving AT&T CALIFORNIA central office and an end user customer premise.

9.2.3.3.2 AT&T CALIFORNIA will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber includes the following segments:

9.2.3.3.2.1 the serving AT&T CALIFORNIA central office and a remote terminal/CEV/Hut; or

9.2.3.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

9.2.3.3.3 At COs, the dark fiber terminates on a distribution frame or equivalent, in the CO. CLEC's access is provided through the same arrangements as for other forms of loop. At remote terminals, CEVs, and huts, CLEC's access to the dark fiber will be provided through the same arrangements as for other forms of sub loops. CLEC must have collocation arrangements at the COs or remote terminals (including CEVs and huts), on both ends of the dark fiber facility.

9.2.3.3.4 At remote terminals, CEVs and Huts, CLEC's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 Spare Fiber Inventory Availability. CLEC's request for dark fiber to be provided on an unbundled basis shall be provided by AT&T CALIFORNIA consistent with FCC rules and applicable state law. AT&T CALIFORNIA will provide dark fiber consistent with applicable FCC orders and regulations and state law**.** Available spare dark fiber does not include maintenance spares, fibers set aside and documented for

AT&T CALIFORNIA forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC may not obtain any more than 25% of the spare dark fiber contained in the requested segment. All available spare dark fiber will be provided as is. No conditioning will be offered.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 AT&T CALIFORNIA will inventory spare dark fibers. Spare fibers do not include the following;

1. Maintenance fibers.

2. Defective fibers.

3. Growth fibers. Fibers documented as reserved by AT&T CALIFORNIA for utilization for growth within the 12 month–period following the carrier's request.

9.2.3.5.2 The appropriate AT&T CALIFORNIA engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

9.2.3.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that CLEC can order is one unless it is not technically feasible. Fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, AT&T CALIFORNIA will provide the remaining spares in one strand at a time and no more than a quantity of 2 strands.

9.2.3.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in the Pricing Schedule. If spare dark fiber is available, as determined under this Agreement, AT&T CALIFORNIA will notify CLEC and CLEC may place an Access Service Request (**"ASR"**) for the dark fiber. AT&T CALIFORNIA will respond to a dark fiber facilities inquiry from CLEC as per the AT&T CLEC Online Handbook.

9.2.3.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth in the Pricing Schedule.

9.2.3.6.4 Right of Revocation of Access to Dark Fiber

9.2.3.6.4.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T CALIFORNIA provided the fiber(s), AT&T CALIFORNIA reserves the right to revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to AT&T CALIFORNIA's inventory. AT&T CALIFORNIA may invoke this right by providing 10 days written notice to CLEC that AT&T CALIFORNIA is reclaiming the fibers.

9.2.3.6.4.2 AT&T CALIFORNIA may reclaim from CLEC the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. AT&T CALIFORNIA will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T CALIFORNIA must also demonstrate to CLEC that the dark fiber will be needed to meet AT&T CALIFORNIA's bandwidth requirements within the 12 months following the revocation. If the reclamation of dark fiber is contested, CLEC may file a dispute with the Commission after all means to resolve a dispute among the parties have been exhausted with AT&T CALIFORNIA. AT&T CALIFORNIA will not reclaim the noticed dark fiber until the dispute is resolved by the Commission provided that CLEC files a dispute with the Commission within 120 days of AT&T CALIFORNIA's written notice of intent to reclaim dark fiber.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an AT&T CALIFORNIA approved splitter shelf. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. AT&T CALIFORNIA will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

SCHEDULE 9.2.4
UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

9.2.4 Unbundled Access to Network Interface Devices.

9.2.4.1 Definition. The Network Interface Device (NID) to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319. Without limiting the foregoing, it includes all features, functions and capabilities of the facilities used to connect the loop to the non-telephone company wiring. The NID is any means of interconnection of End User customer premises wiring to AT&T CALIFORNIA's distribution loop facilities, such as a cross connect device used for that purpose. Maintenance and control of the End User's inside wiring (on the End User's side of the demarcation point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T CALIFORNIA offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier. CLEC access to the NID is offered as specified below.

9.2.4.2 Access to NID. The AT&T CALIFORNIA NIDs, that CLEC uses under this Agreement will be existing NIDs installed by AT&T CALIFORNIA to serve its End Users. AT&T CALIFORNIA shall permit CLEC to connect CLEC's Loop to the inside wiring of a subscriber's premises through AT&T CALIFORNIA's NID in the manner set forth below or at any other technically feasible point.

9.2.4.2.1 CLEC, at its option, may select the method for its access to the Customer's inside wire by any of the following means:

(a) CLEC may connect to the End User's premises wiring through the AT&T CALIFORNIA NID, or at any other technically feasible point.

(b) With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T CALIFORNIA's NID.

(c) Where an adequate length of inside wire is present and environmental conditions permit, CLEC may remove the inside wire from AT&T CALIFORNIA's NID and connect that wire to CLEC's NID;

(d) CLEC may enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

9.2.4.2.2 Intentionally left blank.

9.2.4.2.3 In no case shall CLEC remove or disconnect AT&T CALIFORNIA's loop facilities from AT&T CALIFORNIA's NIDs, enclosures, or protectors. Neither Party will cut the other Party's wiring.

9.2.4.2.4 In no case shall CLEC remove or disconnect ground wires from AT&T CALIFORNIA's NIDs, enclosures, or protectors.

9.2.4.2.5 In no case shall either Party remove or disconnect NID modules, protectors or terminals from the other party's NIDs, enclosures or protectors.

SCHEDULE 9.2.5
SUBLOOP

9.2.5 SubLoop.

9.2.5.1 Definition. The Subloop to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in FCC Rule 51.319(a)(2) and UNE Remand, para. 174 and UNE Remand fn. 292. Without limiting the foregoing it includes the portions of the loop that CLEC can access at any accessible terminal in AT&T CALIFORNIA's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. Accessible terminals for subloops may be located at technically feasible points including:

a. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).

b. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."

c. at the main distribution frame in the incumbent's central office.

d. at the Remote Terminal (RT) only where access to the wire or fiber within the cable without removing a splice case, or RT cover, is available at RT and technically feasible, the Serving Area Interface (SAI), and Terminal (underground or aerial).

9.2.5.2 Subloop Element - Components and Functionality.

The subloop segments for which CLEC may request access include the following:

	FROM:	THROUGH:
1.	Main Distributing Frame	Remote Terminal-DS1, DS3, DSO may be available if cross connect feature is available
2.	Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3.	Main Distributing Frame	Terminal
4.	Remote Terminal	Serving Area Interface or Feeder Distribution Interface-DS1 only DSO may be available if cross connect feature is available
5.	Remote Terminal	Network Interface Device-DS1, DS3, DSO may

be available if cross connect feature is available

6.	Serving Area Interface or Feeder Distribution Interface	Terminal
7.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
8.	Terminal	Network Interface Device

9.2.5.2.1. A Loop may be comprised of the following sub-components:

9.2.5.2.1.1 Loop Feeder

9.2.5.2.1.1.1 CLEC may request AT&T CALIFORNIA to provide unbundled Loop Feeder in an area where copper twisted pair Loop Feeder is deployed. If available, AT&T CALIFORNIA shall provide Loop Feeder as ordered by CLEC. CLEC must have the same opportunity as AT&T CALIFORNIA to order either loaded or unloaded cable pairs. If CLEC does not have any unloaded cable pairs available, upon specific request, AT&T CALIFORNIA will provide unbundled Loop Feeder, which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). CLEC will reimburse AT&T CALIFORNIA for actual work performed to remove any bridge taps or load coils in accordance with the time and material rates set forth in the Pricing Schedule.

9.2.5.2.1.1.2 CLEC may request that the Loop Feeder be conditioned to transport a DS1 signal.

9.2.5.2.1.1.3 Where available, CLEC may request unbundling of Loop Feeder that includes DS1, DS3, fiber, and other high capacity feeder loops in deployed applications in AT&T CALIFORNIA's network which will transport DS3 and OC-n (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

9.2.5.2.1.1.4 Interface Requirements

9.2.5.2.1.1.4.1 If CLEC desires access to unbundled Loop Feeder in a AT&T CALIFORNIA Central Office, the Loop Feeder point of termination (POT) within a AT&T CALIFORNIA central office will be as follows:

9.2.5.2.1.1.4.2 Copper twisted pairs shall terminate on a frame;

9.2.5.2.1.1.4.3 DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;

9.2.5.2.1.1.4.4 Fiber Optic cable shall terminate on a LGX, or equivalent, patch panel.

9.2.5.2.1.1.4.5 Depending on the type of Loop Feeder equipment and facilities deployed in AT&T CALIFORNIA's network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the industry standard technical reference.

9.2.5.2.1.2 Loop Distribution

9.2.5.2.1.2.1 Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

9.2.5.2.1.2.2 Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross- connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI in the interfaced design typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

9.2.5.2.1.2.3 The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible.

9.2.5.2.1.2.3.1 AT&T CALIFORNIA will provide Loop distribution in response to specific CLEC requests for such access.

9.2.5.2.1.2.4 Requirements for All Distribution

9.2.5.2.1.2.4.1 Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by CLEC):

9.2.5.2.1.2.4.1.1 Two-wire and four-wire analog voice grade Loops, and/or;

9.2.5.2.1.2.4.1.2 Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provided services such as ISDN, or transmit xDSL, and DS1-level signals. If available facilities contain bridge taps or load coils, AT&T CALIFORNIA will remove them at CLEC's request, and CLEC will be responsible to reimburse AT&T CALIFORNIA for any reasonably incurred costs at either time and material or the conditioning rate set forth in the Pricing Schedule.

9.2.5.2.1.2.5 AT&T CALIFORNIA shall support functions associated with provisioning,

maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated at parity with what AT&T CALIFORNIA provides to itself.

9.2.5.2.1.2.6 Where technically feasible, AT&T CALIFORNIA shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

9.2.5.2.1.2.7 AT&T CALIFORNIA shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

9.2.5.2.1.2.8 AT&T CALIFORNIA shall provide CLEC with nondiscriminatory access to unbundled Distribution.

9.2.5.2.1.2.9 AT&T CALIFORNIA shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where CLEC requests such Distribution without the AT&T CALIFORNIA NID, CLEC will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

9.2.5.2.1.2.10 CLEC may request that unbundled Distribution be provided as copper twisted pairs, which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders). Upon CLEC's request, AT&T CALIFORNIA will provide unbundled copper Distribution free of bridge taps or load coils to meet CLEC's desired path if technically feasible. Where unfettered loops do not exist, CLEC, at its sole option, may request the loop distribution be conditioned and agrees to pay associated conditioning charges.

9.2.5.2.1.2.11 If CLEC purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased in accordance with ¶ 235 of the FCC's *UNE Remand Order*.

9.2.5.3 Loop Concentration/Multiplexing Functionality.

9.2.5.3.1 Loop Concentration and Multiplexing Functionality will be included in Subloops where loop concentration or multiplexing is necessary to the Loops being provided on a subloop element basis to the extent technically feasible.

9.2.5.3.2 The Loop Concentration/Multiplexing Functionality:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate

or bandwidth signals (demultiplexing); (iii) aggregates a specified number of (signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions.

9.2.5.3.3 Loop Concentration/Multiplexing Functionality may be provided by using equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

9.2.5.4 Subloop Purchase. At its option, CLEC may purchase from AT&T CALIFORNIA on an unbundled basis the entire Loop and NID in combination, or any Subloop element, (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality and Loop Distribution); to the extent technically feasible in response to a specific CLEC request, subloop elements shall be available to CLEC through the standard ordering process, and the BFR Process shall not apply to such order.

9.2.5.5 Subloop Provisioning. Subloops will be provided to CLEC with all features and functions that exist within the subloop at the time CLEC orders such subloop unless CLEC requests loop conditioning on xDSL Compatible Subloops for the purpose of offering advanced services. XDSL compatible subloop conditioning will be provided as set forth in Schedule 9.2.2.

9.2.5.6 Subloop Mechanized Testing. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AT&T CALIFORNIA switch may be lost.

9.2.5.7 Subloop Technical Features. Access to subloop will include at a minimum two-wire and four-wire analog voice-grade subloops, two-wire and four-wire DSL-capable subloop, two-wire digital (ISDN) subloop, four-wire DS1 subloop, DS3 subloops and OCN subloops. Each of the listed subloops will be similar to the related existing unbundled loop product offering. The subloop unbundled network elements will be provided at TELRIC based prices. Prices are included in the Pricing Schedule.

9.2.5.8 Applicable Law. Unbundled DS1 and DS3 subloops shall be utilized in accordance with applicable federal and state laws and orders.

9.2.5.9 Maintenance:

9.2.5.9.1 CLEC shall isolate trouble to the AT&T CALIFORNIA Subloop portion of CLEC's service before reporting trouble to AT&T CALIFORNIA

9.2.5.9.2 AT&T CALIFORNIA shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T CALIFORNIA on a trouble report and the fault is

determined to be in CLEC's portion of the loop. Such charges may be found in the Pricing Schedule.

9.2.5.9.3 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a Subloop Access Arrangement (SAA), AT&T CALIFORNIA repair forces will restore service in a non-discriminatory manner, which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cable require replacement, AT&T CALIFORNIA will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.2.5.10 Subloop Access Arrangements.

9.2.5.10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using Collocation process as set forth in Article 12, or will establish a Subloop Access Arrangement (SAA) utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T CALIFORNIA subloop network.

9.2.5.10.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Subloop Access Arrangement Application.

9.2.5.10.3 Upon receipt of a complete and correct application, AT&T CALIFORNIA will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for subloop(s) access, the appropriate rates for the engineering and other associated costs performed will be charged.

9.2.5.10.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

9.2.5.10.5 Subloop inquiries do not serve to reserve subloop(s).

9.2.5.10.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgement will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

9.2.5.10.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T CALIFORNIA has placed the equipment necessary for the SAA prior to submitting the request for SCA.

9.2.5.10.8 Prior to submitting the Subloop Access Arrangement Application for the SCA, CLEC should have "Collocation" and "Poles, Conduit and Row" terms and conditions in the Agreement to provide guidelines for both CLEC and AT&T CALIFORNIA to successfully implement subloops should collocation, access to poles/conduits or rights of way be required.

9.2.5.10.9 Except as set forth below in this Section, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T CALIFORNIA written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T CALIFORNIA will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in Article 1, (General Terms and Conditions), of this Agreement, AT&T CALIFORNIA will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.2.5.10.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a AT&T CALIFORNIA technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into AT&T CALIFORNIA's interconnection point.

9.2.5.10.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T CALIFORNIA to properly engineer access to each SAI and to ensure AT&T CALIFORNIA does not provide more available terminations than CLEC expects to use.

9.2.5.10.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for its subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

9.2.5.10.13 When facility demands exceed spare capacity at SAI/FDI, CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which have remained unused for a period of one year after the completion of construction, shall be subject to removal at CLEC expense. Prior to any removal, AT&T CALIFORNIA will provide 30 days written notice to CLEC.

9.2.5.10.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T CALIFORNIA for removal of CLEC's

facilities from the SAA, if the cost of removal of the SAA was not included in the installation price.

9.2.5.11 Subloop Access Arrangement (SAA) Access Points:

9.2.5.11.1 SAI/FDI or Terminal

9.2.5.11.1.1 CLEC cable to be terminated in a AT&T CALIFORNIA SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

9.2.5.11.1.2 CLEC may elect to place its cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T CALIFORNIA will terminate on available binding posts in the SAI/FDI or Terminal.

9.2.5.11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T CALIFORNIA will stub out a cable from the SAI/FDI or Terminal, which AT&T CALIFORNIA will splice to CLEC cable at the meet point.

9.2.5.11.1.4 Dead counts will be offered as long as AT&T CALIFORNIA has not placed them for its own expansion purposes that are planned within the 12-month period beginning on the date of the LSR inquiry.

9.2.5.11.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AT&T CALIFORNIA may choose to increase capacity of the SAI/FDI by the method of it's choice, for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate it's cable at the SAI/FDI.

9.2.5.11.1.6 Exhausted Termination Points in a Terminal - When the terminal's termination points all terminate to assignable cable pairs, at CLEC's request, AT&T CALIFORNIA will either increase the capacity of the Terminal, or construct an adjacent termination facility to accommodate CLEC request for facilities. CLEC will be charged for the entire subloop access that CLEC requests.

9.2.5.12 The following sections apply for requests by CLEC or government entities for relocation of existing ILEC/CLEC facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

9.2.5.12.1 AT&T CALIFORNIA shall notify CLEC of pending relocation as soon as AT&T CALIFORNIA receives such notice.

9.2.5.12.2 CLEC shall notify AT&T CALIFORNIA of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

9.2.5.12.3 AT&T CALIFORNIA shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with CLEC and AT&T CALIFORNIA engineer.

9.2.5.12.4 CLEC shall notify AT&T CALIFORNIA of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T CALIFORNIA's estimate.

9.2.5.12.5 Upon acceptance of the AT&T CALIFORNIA estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T CALIFORNIA of their acceptance of estimate costs.

9.2.5.12.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T CALIFORNIA as to the date that AT&T CALIFORNIA may remove CLEC's facilities from that SAA. CLEC will pay AT&T CALIFORNIA for all costs associated with the removal of CLEC's SAA.

9.2.5.12.7 In the event that CLEC does not respond to AT&T CALIFORNIA in time to have their facilities relocated, AT&T CALIFORNIA shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to CLEC.

9.2.5.13 RT (for DS3 Subloop):

9.1.5.13.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase that AT&T CALIFORNIA will terminate on a fiber/coax interconnection block to be constructed in the RT.

9.2.5.13.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and AT&T CALIFORNIA will stub out a cable from the RT, which AT&T CALIFORNIA will splice to CLEC cable at the meet point.

SCHEDULE 9.2.6
SWITCHING

9.2.6 Switching.

9.2.6.1 Definition. The local switching 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:

9.2.6.1.1 line-side facilities, which include the connection between a Loop and or Collocation termination at the Main Distribution Frame and a switch line card;

9.2.6.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

9.2.6.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

9.2.6.1.3.1 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;

9.2.6.1.3.2 access to OS/DA and 9-1-1; and

9.2.6.1.3.3 The local switching element includes all vertical features that the switch is capable of providing, including customized routing functions, CLASS features, Centrex and any technically feasible customized routing functions.

9.2.6.1.3.4 CLEC may order and AT&T CALIFORNIA shall provision features (switch based) that the switch is capable of providing. AT&T CALIFORNIA will provide CLEC with access to AT&T CALIFORNIA's service creation environment to allow CLEC to design its own AIN-based services. CLEC will request such access using the negotiation process found in 9.2.8.21.

9.2.6.1.4 Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side and trunk side features the Remote Switching Module supports, including all features that the remote module obtains from the host. The features that the remote terminal provides are based on the host switch capabilities.

9.2.6.1.5 Local Switching will also be capable of routing, (originating or terminating but not transporting) local, intraLATA, interLATA calls, and providing call features (e.g., call forwarding) and Centrex capabilities.

9.2.6.1.6 Local Switching also includes the ability to perform Customized Routing to enable CLEC's local Operator Service (OS) and/or Directory Assistance (DA), as well as CLEC's PIC'd toll traffic in a 2-PIC environment to be routed, at CLEC's option, from AT&T CALIFORNIA's local end office to an alternate OS/DA platform designated by CLEC. CLEC will pay the appropriate customized routing charges.

9.2.6.1.7 Customized routing supplied by AT&T CALIFORNIA shall provide CLEC with the capability of directing CLEC's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor AT&T CALIFORNIA will evaluate additional methods of customized routing of local and/or OS/DA traffic (including, but not limited to existing Feature Group D) trunks on a BFR basis. In any event, if local traffic is routed to CLEC facilities obtained through AT&T CALIFORNIA Access Tariffs, CLEC will continue to pay full access rates for these facilities. AT&T CALIFORNIA will provide the functionality and features within its local switch (LS) to route all CLEC customer dialed 0+ local and 0- calls to the CLEC designated trunk groups utilizing Modified Operator Service Signaling (MOSS). For Customized Routing, AT&T CALIFORNIA shall allow CLEC the option of directing its customers' local inter-switch traffic on a per switch basis to a Port or Ports other than the standard routing used by AT&T CALIFORNIA.

9.2.6.1.7.1 Where physical network trunking rearrangement work is performed in the process of establishing customized routing trunk groups for migrating Operator and DA services to CLEC, AT&T CALIFORNIA shall charge for performing the trunk rearrangements. Additional charges may be applicable for AT&T to recover its costs in providing the customized routing for CLEC, e.g. performing translation work and building routing tables specific to CLEC's request. Charges under this Section shall be calculated pursuant to 252(d)(1).

9.2.6.1.7.2 CLEC may order custom routing from AT&T CALIFORNIA and AT&T CALIFORNIA will deploy custom routing within ten (10) business days after CLEC's order for a particular switch is received. CLEC may order custom routing with a maximum of fifty (50) switches per order. AT&T CALIFORNIA will implement all valid switch requests ('CLLIs") and reject the invalid requests on an individual CLLI basis.

AT&T CALIFORNIA will implement custom routing for an individual switch according to the following schedule:

1-48 trunks	38 business days
49-96 trunks	40 business days
97-144 trunks	42 business days
145-193 trunks	48 business days

In any event, AT&T CALIFORNIA will complete the custom routing order no later than 60 business days from receipt of a valid order unless mutually agreed by the Parties.

9.2.6.1.8 CLEC will be solely responsible for specifying the required custom routing (including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing as it relates to customized routing as described in Section 9.2.6.1.7. AT&T CALIFORNIA will remain solely responsible for implementing the custom routing at AT&T CALIFORNIA's central offices, and for the design and engineering of any AT&T CALIFORNIA provided shared transport.

9.2.6.1.9 Dedicated transport may be purchased from AT&T CALIFORNIA or CLEC may provide its own.

9.2.6.1.10 AT&T CALIFORNIA shall not impose any additional or other restrictions on CLEC regarding the use of the unbundled local switching it purchases from AT&T CALIFORNIA provided such use does not result in demonstrable harm to either AT&T CALIFORNIA network or personnel, or service or other offerings, or those of any other telecommunications carrier.

9.2.6.1.11 Intentionally left blank

9.2.6.1.12 Vertical features, CLASS features, and other features resident in the ILEC switch providing the ULS port are available under ULS. Any features resident in the switch but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

9.2.6.2 Technical Requirements.

9.2.6.2.1 AT&T CALIFORNIA shall route local and toll calls to the appropriate trunk ports or line ports for call origination or termination utilizing AT&T CALIFORNIA's shared transport network, and at CLEC's option AT&T CALIFORNIA will offer customized routing for unbundled switch line ports. All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, or via shared transport, selected for that ULS port. Customized routing will include but not be limited to the customized routing of inter-switch traffic on per switch basis to a Trunk port or ports other than the standard routing used by AT&T CALIFORNIA, and to the customized routing of local OS and DA calls, as well as CLEC's PIC'ed/LPIC toll traffic in a 2-PIC environment as specified by CLEC.

9.2.6.2.2 Intentionally Left Blank

9.2.6.2.3 AT&T CALIFORNIA shall provide custom routing at rates as identified in the Pricing Schedule.

9.2.6.2.4 Intentionally Left Blank

9.2.6.2.5 At CLEC's option, AT&T CALIFORNIA shall route all local Directory Assistance calls dialed via 411 or 555-1212 by CLEC Customers to the CLEC Network. Otherwise, AT&T CALIFORNIA shall handle these calls on behalf of CLEC and route the calls to AT&T CALIFORNIA's directory assistance platform under the terms and conditions of the OS/DA Schedule in this agreement.

9.2.6.2.6 AT&T CALIFORNIA shall route all toll and InterLATA Directory Assistance dialed via (NPA) 555-1212, by CLEC Customers, to the customer's PIC'ed carrier for toll and interLATA service respectively.

9.2.6.2.7 Intentionally Left Blank

9.2.6.2.8 Subject to CLEC's BFR, AT&T CALIFORNIA shall perform code conversions to route all CLEC customer dialed local and toll Directory Assistance calls to an CLEC designated telephone number (i.e., xxx-xxx-xxxx) prior to delivery to the CLEC Network. In the event that AT&T CALIFORNIA cannot perform this custom routing for any reason, AT&T CALIFORNIA will either place unconverted dialed calls on the CLEC designated trunk group, or continue to provide CLEC with unbundled Operator Services at CLEC's request.

9.2.6.2.9 If customized routing is established, dialing capabilities described herein shall permit CLEC Customers to dial the same telephone numbers to reach CLEC Directory Assistance, or an CLEC Operator that similarly-situated AT&T CALIFORNIA customers dial for reaching equivalent AT&T CALIFORNIA Directory Assistance and AT&T CALIFORNIA operators.

9.2.6.2.10 Intentionally Left Blank

9.2.6.2.11 Intentionally Left Blank

9.2.6.2.12 Where CLEC purchases unbundled switching and AT&T CALIFORNIA provides CLEC with access to AT&T CALIFORNIA's electronic interfaces to perform routine testing (e.g. Mechanized Loop Tests (MLT)), CLEC will be allowed to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

Where CLEC purchases unbundled switching and AT&T CALIFORNIA does not provide CLEC with access to AT&T CALIFORNIA's electronic interfaces to perform routing testing (e.g. MLT), AT&T CALIFORNIA will perform such testing for CLEC and additionally will issue trouble tickets, provide status, and provide trouble history to CLEC.

9.2.6.2.13 AT&T CALIFORNIA shall repair, restore and maintain AT&T CALIFORNIA provided equipment that has produced trouble conditions using the same methods, procedures and timeframes used to restore similar AT&T CALIFORNIA equipment in a non-discriminatory manner.

9.2.6.2.14 AT&T CALIFORNIA shall control congestion points such as mass calling events, and network routing abnormalities, using appropriate network capabilities.

9.2.6.2.15 AT&T CALIFORNIA shall record potentially billable events, as applicable, involving usage of the Network Element, and send the appropriate recording data to CLEC as outlined in Article 27 (Billing and Recording) of this Agreement.

9.2.6.2.16 Unbundled local switching will include 911 access in a nondiscriminatory manner.

9.2.6.2.17 AT&T CALIFORNIA shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to AT&T CALIFORNIA STPs.

9.2.6.2.18 CLEC may request and AT&T CALIFORNIA will provide call blocking options (e.g., 900, 976) at parity with those provided to AT&T CALIFORNIA's own customers

9.2.6.3 Interface Requirements.

9.2.6.3.1 AT&T CALIFORNIA shall provide at a minimum the following unbundled Local Switching ports:

Analog basic (POTS)	line side, Loop start or ground start signaling
Analog Centrex	line side, Loop start or ground start signaling.
Analog PBX	line side, Loop start, or ground start signaling
Analog DID	trunk side, Loop signaling, associated with a PBX
DS1 (DID)	trunk side, associated with a PBX
DS1	trunk side
ISDN BRI	two circuit-switched b-channels (64 Kbits/s each) and one D-channel (16 Kbits/s)
ISDN PRI	twenty three circuit-switched b-channels (64 Kbits/s each) and one D-channel (64 Kbits/s)

9.2.6.3.2 Additional interfaces may be requested in accordance with the BFR Process, as set forth in Schedule 2.2 of this Agreement.

9.2.6.4 Tandem Switching.

9.2.6.4.1 Definition. Tandem Switching is defined as:

9.2.6.4.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

9.2.6.4.1.2 the basic switching function of connecting trunks to trunks; and

9.2.6.4.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

9.2.6.4.2 The charges for Tandem Switching are reflected in the Pricing Schedule.

9.2.6.4.3 Technical Requirements

9.2.6.4.3.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described Telecordia GR-962-CORE. Where a capability is desired by CLEC but is not specified by this TR, is not currently deployed in the AT&T CALIFORNIA Tandem (as a switch vendor orderable feature), or is not specifically identified in this Schedule, CLEC will submit a custom request using the BFR process. As described in this TR, the requirements for Tandem Switching include, but are not limited to the following:

9.2.6.4.3.1.1 Tandem Switching shall provide signaling including MF, SS7 and any signaling conversions between these signaling formats to establish a tandem connection;

9.2.6.4.3.1.2 Tandem Switching shall provide screening and routing. Requests for screening or routing not currently deployed in the AT&T CALIFORNIA Tandem, CLEC may submit a request in accordance with the BFR process;

9.2.6.4.3.1.3 Tandem Switching shall provide recording, where available, of billable events as described in the above-cited Technical Reference;

9.2.6.4.3.1.4 Tandem Switching shall provide access to Toll Free number portability database as described in Section 9.2.6.4.3.1 above;

9.2.6.4.3.1.5 Tandem Switching (if the Tandem is so equipped) shall accept all trunk interconnections discussed in (Physical Network Interconnection) Section of this Agreement (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI

(if appropriate for 911)). If the Tandem is not equipped with the capability desired, then CLEC will request such capacity via the BFR process.

9.2.6.4.3.2 Intentionally left blank.

9.2.6.4.3.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in the Signaling and Signaling System 7 Sections of this Agreement.

9.2.6.4.3.4 Tandem Switching shall record billable events and send them to the destination supplied by CLEC on the CLEC Profile. Billing requirements are specified in Article 27 (Billing and Recording) of this Agreement.

9.2.6.4.3.5 AT&T CALIFORNIA shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by CLEC, the results and reports of the testing shall be made immediately available to CLEC.

9.2.6.4.3.6 AT&T CALIFORNIA shall maintain CLEC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.6.4.3.7 When requested by CLEC, on a case-by-case basis, AT&T CALIFORNIA shall provide performance data regarding traffic characteristics or other measurable elements to CLEC for review.

9.2.6.4.3.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at parity with controls being provided or imposed on AT&T CALIFORNIA traffic (e.g., AT&T CALIFORNIA shall not block CLEC traffic and leave its traffic unaffected or less affected).

9.2.6.4.3.9 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

9.2.6.4.4 Interface Requirements

9.2.6.4.4.1 AT&T CALIFORNIA shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9.2.6.4.4.2 Tandem Switching shall accept trunks from CLEC's switch for traffic that is originating from or terminating to an CLEC end user that is transiting via AT&T CALIFORNIA network to interLATA or intraLATA carriers.

9.2.6.5 Packet Switching

9.2.6.5.1 Definition. Packet Switching is defined as the packet switching capability network element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, it includes the following. Packet Switching is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

(i) the ability to terminate copper customer loops (which included both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops; and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

9.2.6.5.2 AT&T CALIFORNIA shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of an AT&T CALIFORNIA central office (a "Service Area") only where each of the following conditions apply:

(i) AT&T CALIFORNIA has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems anywhere within such Service Area; or has deployed any other system that does not enable CLEC to obtain a continuous copper facility between the retail customer's premises and AT&T CALIFORNIA central office; and

(ii) There are no spare copper loops capable of supporting the xDSL services CLEC seeks to offer; and

(iii) AT&T CALIFORNIA has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 CFR 51.319(b); and

(iv) AT&T CALIFORNIA has deployed packet switching capability for its own use.

9.2.6.5.3 All disputes arising under these provisions shall be resolved in accordance with the General Terms and Conditions – Dispute Resolution.

SCHEDULE 9.2.7
INTEROFFICE TRANSMISSION FACILITIES

9.2.7 Interoffice Transmission Facilities. Interoffice Transmission Facilities are AT&T CALIFORNIA transmission facilities dedicated to a particular CLEC carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Wire Centers owned by AT&T CALIFORNIA or CLEC, or between Switches owned by AT&T CALIFORNIA or CLEC.

9.2.7.1 Shared Transport

9.2.7.1.1 Definition. Shared Transport is defined as set forth in FCC Rule 51.319 and 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 Rcd 12460 (1997), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the *FCC in the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions"). The charges for Shared Transport are reflected in the Pricing Schedule.

9.2.7.1.1.1 Notwithstanding anything in this agreement to the contrary, AT&T CALIFORNIA provides access to unbundled shared transport only when purchased in conjunction with a ULS port.

9.2.7.1.1.2 Unbundled Local Switching is provided under Schedule 9.2.6.

9.2.7.1.1.3 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in AT&T CALIFORNIA. ULS-ST is provided on a per ULS port basis.

9.2.7.1.2 Technical Requirements.

9.2.7.1.2.1 Shared Transport shall, at a minimum, meet the performance requirements including, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standard technical references, but in no event less than the quality of service applicable to AT&T CALIFORNIA's own traffic.

9.2.7.1.2.2 AT&T CALIFORNIA shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

9.2.7.1.3 ULS-ST permits CLEC to access the interoffice network of AT&T CALIFORNIA for the origination from and completion to the associated ULS port of End User local traffic to and from AT&T CALIFORNIA switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, 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 AT&T CALIFORNIA switch providing that ULS port. AT&T CALIFORNIA will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

9.2.7.1.4 Unless custom routed, All CLEC's local traffic between AT&T CALIFORNIA switches will use Shared Transport and all local CLEC's traffic to non-AT&T CALIFORNIA 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.

9.2.7.1.5 The Unbundled Shared Transport rate set forth in this agreement is a blend of Shared Transport and Shared Transport-Transit.

9.2.7.1.6 In providing ULS-ST, AT&T CALIFORNIA will use the existing AT&T CALIFORNIA routing tables contained in AT&T CALIFORNIA switches, as AT&T CALIFORNIA may change those tables from time to time including after CLEC purchases ULS-ST.

9.2.7.1.7 AT&T CALIFORNIA will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the AT&T CALIFORNIA signaling on a per- message basis.

9.2.7.2 Custom Routing of OS/DA with ULS-ST

9.2.7.2.1 CLEC can only mix ULS-ST and custom routing within an AT&T CALIFORNIA end office switch where CLEC chooses to custom route a specific class of service of its OS and/or all of its DA (OS/DA) traffic for its End Users served by AT&T CALIFORNIA's ULS-ST ports in that AT&T CALIFORNIA end office switch. If this custom routing for OS/DA is chosen in a given AT&T CALIFORNIA end office switch, then for a specific class of service all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

9.2.7.2.2 CLEC must provide AT&T CALIFORNIA routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by

AT&T CALIFORNIA for the establishment of each custom route for OS or DA traffic in an end office switch.

9.2.7.2.3 AT&T CALIFORNIA will direct all custom routed local OS and/or local DA to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

9.2.7.2.4 CLEC will request custom OS/DA routing for use with ULS-ST described in the CLEC Hand book via the OS/DA Questionnaire process. For all other custom routing request not described in the CLEC Hand Book CLEC will utilize the BFR Process.

9.2.7.3 ULS-ST Usage-Sensitive Rating

9.2.7.3.1 AT&T CALIFORNIA will charge CLEC using AT&T CALIFORNIA's Shared Transport a usage-sensitive Blended Transport rate. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an AT&T CALIFORNIA end office or to/from a non-AT&T CALIFORNIA end office.

9.2.7.3.2 The charges for ULS-ST, Shared Transport are reflected in the Pricing Schedule.

9.2.7.4 Reciprocal Compensation associated with ULS-ST

9.2.7.4.1 For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and terminated to an AT&T CALIFORNIA end office and for interswitch local traffic originated from an AT&T CALIFORNIA end office and terminated to an ULS-ST port is the traffic to which reciprocal compensation applies and is subject to the reciprocal compensation provisions in Article 21 – Intercarrier Compensation of this Agreement.

9.2.7.4.2 Intentionally Left Blank

9.2.7.4.3 Intentionally Left Blank

9.2.7.4.4 AT&T CALIFORNIA will include the OCN of the originating carrier in the usage records it provides for calls originated by third party carriers utilizing an AT&T CALIFORNIA ULS Port that terminates to an CLEC ULS Port, where technically feasible. If AT&T CALIFORNIA fails to provide the OCN of the originating carriers in the usage records it provides for CLEC, CLEC will request again the OCN of the third party originating carrier. If AT&T CALIFORNIA fails to provide the information of the originating OCN, then

CLEC will treat it as though it was originated by AT&T CALIFORNIA in accordance with the terms of Schedule 9.2.7 of this agreement.

9.2.7.5 IntraLATA and InterLATA Toll Rate Application. When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through AT&T CALIFORNIA tandem switch(es) and transmission facilities, AT&T CALIFORNIA 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 directly connected at the AT&T CALIFORNIA end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. The following rate elements could apply depending on type of call:

ULS-ST Blended Transport Usage

Reciprocal Compensation – Call Set Up
Reciprocal Compensation – Call Duration
ULS-ST SS7 Signaling Transport

9.2.7.6 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:

9.2.7.6.1 Local Calls

9.2.7.6.1.1 General Principles

9.2.7.6.1.1.1 When a call originates from an CLEC ULS-ST port, CLEC will be charged SS7 signaling charges. If the call routes over AT&T CALIFORNIA's shared transport network, CLEC will pay charges for Blended Transport usage charges.

9.2.7.6.1.1.2 The Parties agree that, for local calls originated over ULS-ST, AT&T CALIFORNIA will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown in the Pricing Schedule, labeled "ULS-ST Blended Transport", for each minute of use, whether or not the call actually traverses the tandem switch.

9.2.7.6.2 IntraLATA and InterLATA Toll Calls

9.2.7.6.2.1 General Principles

9.2.7.6.2.1.1 "1+" intraLATA calls from CLEC 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.

9.2.7.6.2.1.2 When an intraLATA or interLATA toll call originates from an CLEC ULS-ST port, AT&T CALIFORNIA will not charge originating access charges to CLEC or the IXC except that AT&T CALIFORNIA may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T CALIFORNIA as its transport provider.

9.2.7.6.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, AT&T CALIFORNIA will not charge terminating access to CLEC or the IXC except that AT&T CALIFORNIA may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AT&T CALIFORNIA as its transport provider

9.2.7.7 Dedicated Transport

9.2.7.7.1 Definition. Dedicated Transport is defined as set forth in FCC Rule 51.319.

9.2.7.7.2 AT&T CALIFORNIA agrees that it will provide Dedicated Transport as a point to point circuit to CLEC at the following speeds: DS1, (1.544 Mbps), DS3 (44,736 Mbps), OC3 (155,52 Mbps), OC12 (622,08 Mbps), and OC48 (2488.32 Mbps). AT&T CALIFORNIA will provide higher speeds to CLEC as they are deployed in the AT&T CALIFORNIA network.

9.2.7.7.3 Where Dedicated Transport is provided it shall include (as appropriate) Multiplexing and DCS Functionality that is provided to IXC. CLEC may order multiplexing and/or DCS functionality as an option in conjunction with the use of dedicated transport. CLEC may order multiplexing and/or DCS at the same times as UDT. Multiplexing is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade.

9.2.7.7.4 When Dedicated Transport is provided it shall include suitable transmission facilities and equipment, operated in parity with AT&T CALIFORNIA's normal operations.

9.2.7.7.5 The following optional features are available if requested by CLEC, at an additional cost:

9.2.7.7.5.1 Clear Channel Capability per 1.544 Mbps (DS1) bit stream.

9.2.7.7.5.2 AT&T CALIFORNIA provided Central office multiplexing:
(a) DS3 to DS1 multiplexing; and
(b) DS0 to DS1

9.2.7.7.6 If requested by CLEC, the following are available at additional cost:

9.2.7.7.6.1 1+1 Protection for OC3, OC12 and OC48.

9.2.7.7.6.2 1+1 Protection with Cable Survivability for OC3, OC12 and OC48.

9.2.7.7.6.3 1+1 Protection with Route Survivability for OC3, OC12 and OC48.

9.2.7.8 Technical Requirements

9.2.7.8.1 This Section sets forth technical requirements for all Interoffice Transmission Facilities:

9.2.7.8.1.1 When AT&T CALIFORNIA 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 as set forth in Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

9.2.7.8.1.2 AT&T CALIFORNIA shall offer Dedicated Transport in all then currently available technologies including DS1 and DS3 transport systems, at all available transmission bit rates, except subrate services, where and when available. Where AT&T CALIFORNIA provides unbundled Dedicated Transport via circuits utilizing SONET technology, CLEC may purchase such Dedicated Transport; provided, nothing in this Agreement shall require AT&T CALIFORNIA to provide access to SONET rings for purposes of unbundled interoffice transport.

9.2.7.8.1.3 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 that are at least equal to or better than the performance levels AT&T CALIFORNIA provides to itself.

9.2.7.8.1.4 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 that are at least equal to or better than the performance levels AT&T CALIFORNIA provides to itself.

9.2.7.8.1.5 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.

9.2.7.8.1.6 When physical diversity is requested by CLEC, AT&T CALIFORNIA shall provide the maximum feasible physical separation between inter-office transmission paths (unless otherwise agreed by CLEC).

9.2.7.8.1.7 Any request by CLEC for diversity shall be subject to additional charges.

9.2.7.8.1.8 AT&T CALIFORNIA shall offer the following interface transmission rates for Dedicated Transport:

9.2.7.8.1.8.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications (if unframed application used by AT&T CALIFORNIA));

9.2.7.8.1.8.2 DS3 (C-bit Parity and M13 and unframed applications (if unframed application used by AT&T CALIFORNIA) shall be provided);

9.2.7.8.1.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth under Dedicated in the Technical Reference Schedule. In particular, where STS-1 is available, VT1.5 based STS-1s will be the interface at an CLEC service node.

9.2.7.9 Digital Cross-Connect System (DCS)

9.2.7.9.1 AT&T CALIFORNIA will offer Digital Cross-Connect System as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges, as set forth in the Pricing Schedule.

9.2.7.9.2 AT&T CALIFORNIA will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers or as otherwise agreed to by the Parties. Reconfiguration service requested by CLEC shall be subject to additional charges as outlined in the Pricing Schedule.

SCHEDULE 9.2.8
SIGNALING NETWORKS AND CALL-RELATED DATABASES

9.2.8 Signaling Network and Call-Related Databases.

9.2.8.1 AT&T CALIFORNIA will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. AT&T CALIFORNIA will also make available unbundled nondiscriminatory access to SS7 signaling links and AT&T CALIFORNIA's Signaling Transfer Points (STPs).

9.2.8.1.1 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 that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.2.8.2 Technical Requirements.

9.2.8.2.1 AT&T CALIFORNIA STPs shall provide access to all other AT&T CALIFORNIA Network Elements connected to AT&T CALIFORNIA SS7 network. These include:

9.2.8.2.1.1 AT&T CALIFORNIA Unbundled Local Switching or Tandem Switching;

9.2.8.2.1.2 AT&T CALIFORNIA Service Control Points/Databases;

9.2.8.2.1.3 Third-party local or tandem switching systems; and

9.2.8.2.1.4 Third-party-provided STPs.

9.2.8.2.2 The connectivity provided by AT&T CALIFORNIA STPs shall support the signaling functionalities of all Network Elements connected to the AT&T CALIFORNIA SS7 network. This explicitly includes the use of the AT&T CALIFORNIA SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the AT&T CALIFORNIA SS7 network (i.e., transient messages). When the AT&T CALIFORNIA 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.

9.2.8.2.3 If an AT&T CALIFORNIA Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLEC local switch and third party local switch, the AT&T CALIFORNIA 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 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 AT&T CALIFORNIA STPSs, based upon the routing instruction provided in each message.

9.2.8.2.4 STPs shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.2.8.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2:

9.2.8.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.2.8.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.2.8.2.5 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 AT&T CALIFORNIA local or tandem switching system or database, or is an CLEC or third party local or tandem switching system directly connected to the AT&T CALIFORNIA 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 AT&T CALIFORNIA SS7 network, and shall not perform SCCP Subsystem Management of the destination.

9.2.8.2.6 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 AT&T CALIFORNIA STPSs.

9.2.8.2.7 Signaling Transfer Points (STPs)

9.2.8.2.7.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

9.2.8.2.7.2 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a AT&T CALIFORNIA designated STP pair to a AT&T CALIFORNIA STP pair located in a different LATA. In AT&T CALIFORNIA this arrangement will only be provided for STPs located in the same state. The Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages.

9.2.8.2.7.3 In such instance as CLEC utilizes AT&T CALIFORNIA's Local Switching Network Element, CLEC does not separately order SS7 signaling under this method. CLEC will be charged for the use of the AT&T CALIFORNIA SS7 signaling according to the Pricing Schedule.

9.2.8.2.8 STP Technical Requirements

9.2.8.2.8.1 STPs will provide signaling connectivity to the following network elements connected to the AT&T CALIFORNIA SS7 network: AT&T CALIFORNIA Local Switching or Tandem Switching; AT&T CALIFORNIA Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

9.2.8.2.8.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the AT&T CALIFORNIA STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the AT&T CALIFORNIA SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests AT&T CALIFORNIA add GTT type information for message routing, in connection with its use of unbundled signaling.

9.2.8.2.9 Interface Requirements

9.2.8.2.9.1 AT&T CALIFORNIA will provide STP interfaces to terminate A-links, B-links, and D-links. At CLEC's option, CLEC may connect its switches to AT&T CALIFORNIA's mated pairs of STPs by means of "A" link access and may connect CLEC STPs to AT&T CALIFORNIA's mated pairs of STPs by means of "D" link access. AT&T CALIFORNIA will designate the STP pair for interconnection, and CLEC will then designate the Signaling point of interconnection (SPOI) for the the STP pair.

9.2.8.2.9.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. AT&T CALIFORNIA will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T CALIFORNIA STPs.

9.2.8.2.9.3 AT&T CALIFORNIA will provide intra-office diversity to the same extent it provides itself such diversity between the SPOIs and the AT&T CALIFORNIA STPs.

9.2.8.2.10 STPs shall provide all functions of the OMAP commonly provided by STPSs. This includes:

9.2.8.2.10.1 MTP Routing Verification Test (MRVT); and

9.2.8.2.10.2 SCCP Routing Verification Test (SRVT).

9.2.8.2.11 In cases where the destination signaling point is an AT&T CALIFORNIA local or tandem switching system or database, or is an CLEC or third party local or tandem switching system directly connected to the AT&T CALIFORNIA 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 AT&T CALIFORNIA SS7 network. This requirement shall be superseded by the specifications for Inter-network MRVT and SRVT if and when these become approved ANSI standards and available capabilities of AT&T CALIFORNIA STPSs.

9.2.8.2.12 STPs shall operate in accordance with the following requirements:

9.2.8.2.12.1 MTP Performance, as specified in ANSI T1.111.6; and

9.2.8.2.12.2 SCCP Performance, as specified in ANSI T1.112.5.

9.2.8.3 SS7 Transport.

9.2.8.3.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps circuits between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2.8.3.2 In AT&T CALIFORNIA, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a AT&T CALIFORNIA pair of designated Gateway STPs (i.e., a mated pair) to another AT&T CALIFORNIA pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with CLEC and controls which messages may be allowed by the AT&T CALIFORNIA STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

9.2.8.3.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of AT&T CALIFORNIA's STP.

9.2.8.3.4 A signaling link layer shall satisfy interoffice and intra-office 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).

9.2.8.4 Dedicated Signaling Links.

9.2.8.4.1 Each signaling link is a set of dedicated 56Kbps (or higher speed) circuits between CLEC STPs or switches and the AT&T CALIFORNIA STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are always collocated in the AT&T CALIFORNIA STP serving office. This means of collocation is required in the AT&T CALIFORNIA for access to the AT&T CALIFORNIA STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the AT&T CALIFORNIA STP to which the link is connected. Dedicated Signaling Links are available to CLEC for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

9.2.8.4.2 Dedicated Signaling Links include the following elements:

9.2.8.4.2.1 SS7 Link Cross Connect. The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the AT&T CALIFORNIA STP building and connects the STP Port Termination to the CLEC SPOI.

9.2.8.4.2.2 STP Port Termination. The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an AT&T CALIFORNIA STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a AT&T CALIFORNIA STP.

9.2.8.4.2.3 STP Access Link. The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP location.

9.2.8.4.3 CLEC shall provide, or order from AT&T CALIFORNIA, the portion of the signaling link from the CLEC premises within the LATA to the AT&T CALIFORNIA STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

9.2.8.4.4 CLEC shall identify to AT&T CALIFORNIA the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location, AT&T CALIFORNIA shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

9.2.8.4.5 When CLEC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, CLEC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

9.2.8.4.6 Dedicated Signaling Links are subject to AT&T CALIFORNIA compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE.

9.2.8.4.7 Technical Requirements.

9.2.8.4.7.1 Dedicated Signaling Link shall consist of full duplex mode 56 Kbps transmission paths.

9.2.8.4.7.2 Dedicated Signaling Link 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)).

9.2.8.4.7.3 When CLEC provides its own switch or STP, CLEC will provide, or order from AT&T CALIFORNIA, DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities, CLEC-provided facilities or through CLEC purchase of an AT&T CALIFORNIA dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

9.2.8.4.7.4 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the AT&T CALIFORNIA SS7 Signaling Network, CLEC may purchase dedicated signaling links to each STP of a mated pair of STPs.

9.2.8.4.7.5 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. AT&T CALIFORNIA will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

9.2.8.4.7.6 When CLEC requests that AT&T CALIFORNIA add a Signaling Point Code (SPC), CLEC will identify to AT&T CALIFORNIA the SPCs asociated with the CLEC set of links and will pay a non-recurring charge per STP pair at the rates set forth in the Pricing Schedule (UNE pricing - "Point Code Addition").

9.2.8.4.7.7 CLEC will notify AT&T CALIFORNIA in writing thirty (30) days in advance of any material change in CLEC's use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

9.2.8.4.7.8 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOI. Each 56 Kbps circuit shall appear as a DS0 channel within the DS1 interface.

9.2.8.5 Manner of Provisioning.

9.2.8.5.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party. Each Party will provide knowledgeable personnel in order to provision, test, and install SS7 Service.

9.2.8.5.2 SS7 Transport

9.2.8.5.2.1 CLEC shall use SS7 Transport subject to the screening and routing information of the AT&T CALIFORNIA STPs, as provided in this Section 9.8.5.2.1. AT&T CALIFORNIA shall provide information to CLEC on the routes and signaling point codes served by the AT&T CALIFORNIA STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

9.2.8.5.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the AT&T CALIFORNIA "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a AT&T CALIFORNIA "regional" STP pair to another AT&T CALIFORNIA STP pair.

9.2.8.5.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which AT&T CALIFORNIA has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When AT&T CALIFORNIA does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other AT&T CALIFORNIA pairs of STPs, until ordered. When AT&T CALIFORNIA or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the AT&T CALIFORNIA signaling network pursuant to the standard requirements of the SS7 protocol.

9.2.8.5.3 Disputes concerning the association of a signaling point among specific link sets associated with a AT&T CALIFORNIA mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

9.2.8.5.4 Dedicated Signaling Links

9.2.8.5.4.1 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to AT&T CALIFORNIA to allow AT&T CALIFORNIA to translate AT&T CALIFORNIA STPs. The information

shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.

9.2.8.5.4.2 Signaling links from AT&T CALIFORNIA mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:

9.2.8.5.4.2.1 "A" Link Sets from CLEC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

9.2.8.5.4.2.2 "B" Link Sets from CLEC's STPs that are connected to AT&T CALIFORNIA's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

9.2.8.5.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

9.2.8.5.4.4 A pre-order meeting will define the AT&T CALIFORNIA facility availability and the degree of diversity in both the AT&T CALIFORNIA physical network and the CLEC physical network from signaling point to signaling point for the link.

9.2.8.5.4.5 All applicable signaling point codes for each signaling link must be installed at each of AT&T CALIFORNIA's interconnecting STPs.

9.2.8.5.4.6 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. AT&T CALIFORNIA makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-AT&T CALIFORNIA signaling points.

9.2.8.5.5 Use of the STP. When CLEC orders AT&T CALIFORNIA unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The AT&T CALIFORNIA Local Switch will use the AT&T CALIFORNIA SS7 signaling network.

9.2.8.6 Responsibilities of AT&T CALIFORNIA.

9.2.8.6.1 AT&T CALIFORNIA shall manage the network and, at its sole discretion, apply protective controls, provided that AT&T CALIFORNIA promptly notify CLEC of the application of such controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of AT&T CALIFORNIA or CLEC facilities, natural disasters, mass calling or national security demands.

9.2.8.6.2 AT&T CALIFORNIA shall determine the GTT route for messages routed to GTT, which are associated with AT&T CALIFORNIA signaling points.

9.2.8.6.3 AT&T CALIFORNIA shall define regional functions and local functions of its STPs. AT&T CALIFORNIA will route ISUP messages within the AT&T CALIFORNIA signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

9.2.8.6.4 AT&T CALIFORNIA shall route messages generated by the action of CLEC throughout the AT&T CALIFORNIA signaling network as specified within this Schedule. The content of the messages is for the use of signaling points of origination and destination. AT&T CALIFORNIA will not use any information within messages for any purpose not required by or related to the use of the AT&T CALIFORNIA signaling network. AT&T CALIFORNIA will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the AT&T CALIFORNIA signaling network or as may be required by law.

9.2.8.7 Responsibilities of CLEC.

9.2.8.7.1 When CLEC self provisions the signaling links at CLEC's premises and from CLEC's premises to AT&T CALIFORNIA's STP location, it will provision links in a diverse, reliable and technically feasible manner. CLEC shall identify to AT&T CALIFORNIA the SPC(s) associated with the CLEC set of links.

9.2.8.7.2 When CLEC orders the signaling links from AT&T CALIFORNIA, from CLEC's premises to AT&T CALIFORNIA's STP location, it will provision links in a diverse, reliable and technically feasible manner. AT&T CALIFORNIA shall identify to CLEC the SPC(s) associated with the CLEC set of links.

9.2.8.7.3 When routing messages addressed to an AT&T CALIFORNIA Subsystem Number (SSN), CLEC shall use the AT&T CALIFORNIA defined SSN designation of the AT&T CALIFORNIA mated STP pair to which the message is routed.

9.2.8.7.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the AT&T CALIFORNIA signaling network.

9.2.8.7.5 When CLEC is connecting its switch to AT&T CALIFORNIA SS7 network, CLEC shall furnish to AT&T CALIFORNIA, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. AT&T CALIFORNIA shall utilize the forecast in its own efforts to project further facility requirements.

9.2.8.7.6 CLEC shall inform AT&T CALIFORNIA in writing thirty (30) days in advance of any change in CLEC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by CLEC to be forwarded to AT&T CALIFORNIA's network. CLEC shall provide in said notice the reason, by individual SS7 service, for the volume change.

9.2.8.8 Description of Rate Elements AT&T CALIFORNIA.

9.2.8.8.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an AT&T CALIFORNIA end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

9.2.8.8.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

9.2.8.8.3 Signal Formulation. An IAM Formulation usage charge will be assessed for each IAM message formulated at the AT&T CALIFORNIA tandem for CLEC to AT&T CALIFORNIA terminated calls.

9.2.8.8.4 Signal Transport. An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the AT&T CALIFORNIA end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the AT&T CALIFORNIA end office (excluding LIDB and 800 Access Service).

9.2.8.8.5 Signal Switching. An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

9.2.8.8.6 Signal Tandem Switching. An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an AT&T CALIFORNIA STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

9.2.8.9 Database Services.

9.2.8.9.1 Definition. Call related databases are defined as set forth in FCC Rule 51.319. Without limiting the foregoing it includes Call related Network Elements that provide the functionality for storage of, and access to, information required to route and complete a particular call. Call related databases include LIDB, CNAM, toll free number database, and AIN databases.

9.2.8.9.2 Technical Requirements for Call Related Databases.

9.2.8.9.2.1 Requirements for call related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call related databases shall be provided to CLEC in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in this Schedule.

9.2.8.9.2.2 AT&T CALIFORNIA shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 9.2.8.3 (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

9.2.8.9.2.3 AT&T CALIFORNIA shall provide physical interconnection to databases via existing interfaces and industry standard interfaces and protocols.

9.2.8.9.2.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

9.2.8.9.2.5 Call related database functionality shall be available at parity.

9.2.8.9.3 Toll Free Service Database.

9.2.8.9.3.1 The Toll Free Service Database provides for the identification of the carrier to whom a call is to be routed when a toll-free (i.e., 1+8YY-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 Toll Free Service Database may be provided in conjunction with a Customer's local, interLATA or intraLATA Service.

9.2.8.9.3.2 When Toll Free 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.

9.2.8.9.3.3 AT&T CALIFORNIA SS7 network is used to transport the query to the AT&T CALIFORNIA SSP then to the AT&T CALIFORNIA SCP. Once CLEC's identification is provided, CLEC may use the information to route the toll-free traffic over its network. In these cases, AT&T CALIFORNIA 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.

9.2.8.9.4 Routing Options. In addition to the toll-free service database 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 that would include the toll-free number, the intraLATA carrier, the interLATA carrier and the Area of Service (AOS).

9.2.8.9.5 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 AT&T CALIFORNIA database using its own Service Switching Points (SSPs) network. In contrast to the Call Routing Service described in Section 9.2.8.9.3 above, with the 800 Carrier Identification service, no routing is performed.

9.2.8.9.6 Number Administration. CLEC, at its option, may elect to use AT&T CALIFORNIA's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, AT&T CALIFORNIA 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.

9.2.8.9.7 The signaling interface between the CLEC or other local switch and the toll free number database shall use the TCAP protocol as specified in Section 9.2.8.3 (SS7 Transport) of this Schedule.

9.2.8.10 LIDB Database Service.

9.2.8.10.1 LIDB is a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing

numbers. LIDB accepts queries from other network elements and CLEC's network, and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, and ZIP Code data. The query originator need not be the owner of LIDB data.

9.2.8.10.2 AT&T CALIFORNIA will provide LIDB Service to CLEC with certain line information that CLEC may use to facilitate completion of calls or services. AT&T CALIFORNIA provides CNAM Query, LIDB Service Validation, and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in this Schedule. AT&T CALIFORNIA will provide CLEC with access to AT&T CALIFORNIA's LIDB for any new query type based on negotiated terms and conditions when they become available.

9.2.8.11 Calling Card Validation.

9.2.8.11.1 AT&T CALIFORNIA shall permit CLEC to access AT&T CALIFORNIA's LIDB to validate calling card numbers and requests for bill-to-third party or collect billing. AT&T CALIFORNIA shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query to determine the validity of the billing method requested by the caller.

9.2.8.11.2 Technical Requirements.

9.2.8.11.2.1 AT&T CALIFORNIA shall enable CLEC to store in AT&T CALIFORNIA's LIDB any subscriber line number or special billing number record, whether ported or not, for which the NPA-NXX or NXX-0/lXX group is supported by that LIDB.

9.2.8.11.2.2 AT&T CALIFORNIA shall perform the following LIDB functions for CLEC's subscriber records in LIDB:

9.2.8.11.2.2.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

9.2.8.12 Intentionally left blank.

9.2.8.13 Price and Payment.

9.2.8.13.1 CLEC will pay AT&T CALIFORNIA a per-Query rate for each Query initiated into AT&T CALIFORNIA's LIDB Database. CLEC will also pay AT&T CALIFORNIA a per-Query Transport Rate for each Validation and OLNS Query initiated into AT&T CALIFORNIA's LIDB. These rates are set forth in Pricing Schedule.

9.2.8.13.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service. These

rates are set forth in the Pricing Schedule. This nonrecurring charge applies per point code.

9.2.8.13.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application. The Service Order Nonrecurring Charge is set forth in the Pricing Schedule.

9.2.8.13.4 CLEC will make payment to AT&T CALIFORNIA for LIDB Database Service based upon the rates set forth in the Pricing Schedule.

9.2.8.13.5 AT&T CALIFORNIA will record usage information for CLEC's LIDB Service Queries terminating to AT&T CALIFORNIA's LIDB. AT&T CALIFORNIA will use its SCPs as the source of usage data.

9.2.8.13.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be addressed as set forth in Article 27 of this Agreement.

9.2.8.13.7 CLEC will notify AT&T CALIFORNIA when CLEC discontinues use of an OPC used to Query LIDB Database.

9.2.8.13.8 AT&T CALIFORNIA will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 9.2.8.13.2 and 9.2.8.13.3.

9.2.8.13.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to AT&T CALIFORNIA's LIDB Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's operations within AT&T CALIFORNIA's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.8.13.10 If CLEC operates in more than one (1) State in AT&T CALIFORNIA's incumbent region, AT&T CALIFORNIA will apply company-level rates to the LIDBDatabase Services provided to CLEC under this Agreement. AT&T CALIFORNIA will develop these company-level rates based upon the rates established in the relevant States in its incumbent region and an analysis of comparative usage of each state's LIDB Database information.

9.2.8.14 Ownership of Information.

9.2.8.14.1 Telecommunications companies depositing information in AT&T CALIFORNIA's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Schedule.

9.2.8.14.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Schedule. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

9.2.8.14.3 Proprietary information residing in AT&T CALIFORNIA's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

9.2.8.14.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

9.2.8.14.3.2 PIN Number(s)

9.2.8.14.3.3 Billed Number Screening (BNS) indicators

9.2.8.14.3.4 Class of Service (also referred to as Service or Equipment)

9.2.8.14.3.5 Reports on LIDB usage

9.2.8.14.3.6 Information related to billing for LIDB usage

9.2.8.14.3.7 LIDB usage statistics

9.2.8.14.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information it received in a Response from AT&T CALIFORNIA's LIDB.

9.2.8.14.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from AT&T CALIFORNIA's LIDB.

9.2.8.15 Limitation of Liability.

9.2.8.15.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Schedule regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for LIDB Database Service.

9.2.8.15.2 The remedies as set forth above in this Schedule shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.8.15.3 In no event shall AT&T CALIFORNIA have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Database Service purchasers.

9.2.8.15.4 AT&T CALIFORNIA is furnishing access to its LIDB Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AT&T CALIFORNIA agrees to make every reasonable attempt to provide accurate LIDB Database information, the Parties acknowledge that Line Record Database information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that AT&T CALIFORNIA can furnish Line Record Database information only as accurate and current as the information has been provided to AT&T CALIFORNIA for inclusion in its LIDB. Therefore, AT&T CALIFORNIA, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record Database information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by AT&T CALIFORNIA's willful misconduct or gross negligence.

9.2.8.16 Communication and Notices. Ordering and billing inquiries for the services described herein from AT&T CALIFORNIA shall be directed to the Local Service Center (LSC).

9.2.8.17 Confidentiality. The Parties' Proprietary Information is subject to the terms and conditions of Article 1 of this Agreement.

9.2.8.18 Mutuality. CLEC agrees to make its Line Record Information available to AT&T CALIFORNIA. Should CLEC store its Line Record information in a database other than AT&T CALIFORNIA', CLEC will make such Information available to AT&T CALIFORNIA through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between AT&T CALIFORNIA and the database provider. AT&T CALIFORNIA agrees to negotiate in good faith to reach such an agreement. If AT&T CALIFORNIA is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by AT&T CALIFORNIA's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

9.2.8.19 MANNER OF PROVISIONING

9.2.8.19.1 As defined in LIDB-AS, AT&T CALIFORNIA will input information provided by CLEC into LIDB for CLEC accounts where CLEC uses AT&T CALIFORNIA's unbundled local switch ports. AT&T CALIFORNIA will not administer the LIDB database for CLEC where CLEC does not use AT&T CALIFORNIA's unbundled

local switch ports. Terms and conditions for AT&T CALIFORNIA to administer the LIDB database for CLEC where CLEC does not use AT&T CALIFORNIA's unbundled local switch ports have not been negotiated and remain to be determined.

9.2.8.19.2 CLEC will provide LIDB records for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE) via the LSR.

9.2.8.19.3 CLEC will be responsible for all Line Records that contain CLEC's Account Owner identifiers. This information includes all data, data administration, and Line Records that CLEC creates, Line Records that AT&T CALIFORNIA creates on CLEC's behalf, and Line Records that are transferred to CLEC.

9.2.8.19.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in AT&T CALIFORNIA's LIDB, CLEC will administer those records through direct unbundled interfaces as defined in Schedule 9.2.10 LIDB and CNAM-AS.

9.2.8.19.5 Both AT&T CALIFORNIA and CLEC will work diligently to provide correct account information to the LIDB database. CLEC and AT&T CALIFORNIA will administer their respective data in such a manner that the accuracy of response information and consistency of available data are not adversely impacted by or to either Party or any other party that queries the LIDB.

9.2.8.19.6 Both AT&T CALIFORNIA and CLEC shall adopt and comply with industry standard operating methods and procedures, and Ameritech practices and procedures, and shall observe the rules and regulations that cover the administration of the LIDB-AS and Fraud Monitoring as set forth in AT&T CALIFORNIA practices. These practices may change from time to time based on changes to industry guidelines.

9.2.8.19.7 AT&T CALIFORNIA shall be responsible for administration of the SCP on which AT&T CALIFORNIA's LIDB resides and any system or query processing logic that applies to all data resident on AT&T CALIFORNIA's LIDB. AT&T CALIFORNIA, in its role as system administrator, may need to access any record in LIDB, including any such records of CLEC. AT&T CALIFORNIA will limit such access to those actions necessary to ensure the successful operation and administration of AT&T CALIFORNIA's SCP and LIDB.

9.2.8.19.8 When AT&T CALIFORNIA allows a query originator to access AT&T CALIFORNIA's data in AT&T CALIFORNIA's LIDB, such query originators will also have access to CLEC's data that is also stored in AT&T CALIFORNIA's LIDB.

9.2.8.20 BILLING

9.2.8.20.1 If CLEC stores its validation information in AT&T CALIFORNIA's LIDB, CLEC will be responsible for any third party company settlements using CLEC's validation information.

9.2.8.20.2 When AT&T CALIFORNIA or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as follows:

9.2.8.20.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of AT&T CALIFORNIA or a third party.

9.2.8.20.2.2 CLEC will provide to AT&T CALIFORNIA or the third party all necessary billing information needed by AT&T CALIFORNIA or the third party to bill the End User directly.

9.2.8.20.2.3 AT&T CALIFORNIA advises that if CLEC chooses the option set forth in Section 9.2.8.20.2.2 of this Schedule, that third parties may choose to deny services utilizing LIDB queries to CLEC's subscribers. This clause would include AT&T CALIFORNIA if the data exchange agreement between the parties is terminated for any reason.

9.2.8.21 Upon request by CLEC, and where technically feasible, AT&T CALIFORNIA will provide CLEC with access to AT&T CALIFORNIA'S Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) a set forth below:

9.2.8.21.1 Access to the Service Creation Environment ("SCE") of the AIN Database

9.2.8.21.1.1 General Description and Specifications of the Unbundled Element

9.2.8.21.1.1.2 AT&T CALIFORNIA will provide CLEC access to AT&T CALIFORNIA's AIN Service Creation Environment ("SCE") for the creation and modification of CLEC AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access.

9.2.8.21.1.1.3 All AIN services to be deployed in AT&T CALIFORNIA network will require field testing and testing in AT&T CALIFORNIA AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with AT&T CALIFORNIA's network, including proper integration with any needed support systems and appropriate interaction with non-CLEC end users and existing services. An CLEC AIN service shall not be deployed in AT&T CALIFORNIA's network if it does not successfully complete such lab and field testing. The Parties will mutually agree to the rates, terms, and conditions applicable to testing, design and deployment.

9.2.8.21.1.2 Form of Access. AT&T CALIFORNIA will provide to CLEC the following forms of access to SCE and any other forms of access mutually agreed upon:

9.2.8.21.1.2.1 Under Option 1, CLEC personnel will operate AT&T CALIFORNIA's SCE terminals themselves.

9.2.8.21.1.2.2 Under Option 2, CLEC will develop service logic using an CLEC SCE platform that is compatible with AT&T CALIFORNIA's systems and will transfer the file to AT&T CALIFORNIA for testing and deployment.

9.2.8.21.1.3 Either party may initiate Alternate Dispute Resolution to resolve disputes regarding AIN.

9.2.8.21.2 Access to the Service Management System ("SMS") of the AIN Database

9.2.8.21.2.1 General Description and Specifications of the Unbundled Element. SMS for AIN will allow CLEC to update CLEC AIN customer data residing in AT&T CALIFORNIA's AIN network for use on CLEC lines.

9.2.8.21.3 Form of Access. AT&T CALIFORNIA will provide CLEC access to AT&T CALIFORNIA's AIN service management system ("SMS") for the purpose of administering CLEC's customer data associated with CLEC-developed AIN services residing on AT&T CALIFORNIA's SCP. AT&T CALIFORNIA will provide, at CLEC's request, electronic access to an AIN SMS system when available.

9.2.8.21.4 The Parties will mutually agree to the rates, terms and conditions for such access.

SCHEDULE 9.2.9
OPERATOR SERVICES AND DIRECTORY SERVICES

9.2.9.1 CLEC may obtain Operator Services and Directory Assistance (OS/DA) from AT&T CALIFORNIA pursuant to this Agreement at the market-based terms and conditions set forth in Article 22. Should CLEC choose to use AT&T CALIFORNIA OS/DA services included in Article 22, the Parties will mutually agree to the rates for such services. For any OS/DA rate not set forth in the Pricing Schedule, until rates are agreed to, and the contract is updated to reflect those rates, CLEC shall not buy OS/DA services from Article 22.

9.2.9.2 Notwithstanding the provisions of Article 22, nothing in this Agreement shall derogate, limit or alter CLEC's right to purchase OS and/or DA at TELRIC rates pursuant to any AT&T CALIFORNIA tariff. The parties recognize that AT&T CALIFORNIA makes OS/DA available as UNEs at TELRIC rates pursuant to tariff as of the Effective Date.

9.2.9.3 In the event AT&T CALIFORNIA lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement but AT&T CALIFORNIA remains obligated by the Illinois Commerce Commission to make OS/DA available as UNEs pursuant to interconnection agreements, the parties shall treat this occurrence as a Change in Law event under Article 1, Section 1.3, of this Agreement and negotiate an appropriate amendment within 60 days. If CLEC is purchasing OS and DA as UNEs from an AT&T CALIFORNIA tariff at the time AT&T CALIFORNIA lawfully ceases to make OS/DA available as UNEs pursuant to tariff during the term of this Agreement yet remains obligated to provide OS and DA as UNEs at Commission-approved TELRIC rates, AT&T CALIFORNIA shall continue to provide OS and DA to CLEC as UNEs at Commission-approved rates, terms and conditions until such time as the Illinois Commerce Commission approves the parties' amendment and such amendment becomes effective.

SCHEDULE 9.2.10
APPENDIX LIDB and CNAM – AS

9.2.10.1 INTRODUCTION

9.2.10.1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

9.2.10.1.2 AT&T 4-STATE, AT&T SNET, and NEVADA do not own a LIDB. Additionally, AT&T SNET does not own a Calling Name (CNAM) Database. Both AT&T 4-STATE and AT&T SNET obtain data storage and administration for these Databases from AT&T SNET Diversified Group (AT&T SNET DG). AT&T SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using AT&T 4-STATE's and/or AT&T SNET's unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and AT&T 4-STATE and/or AT&T SNET. Data storage and administration for all other data on AT&T SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and AT&T SNET DG.

9.2.10.1.3 NEVADA obtains data storage and administration for LIDB and CNAM Database from AT&T-2STATE, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using NEVADA's unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to NEVADA's network pursuant to an Interconnection Agreement between Nevada and CLEC. Data storage and administration for all other data on AT&T-2STATE's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and AT&T-2STATE.

9.2.10.1.4 Any use of the possessive in this Agreement as applied to AT&T 4-STATE, AT&T SNET, and NEVADA will not indicate ownership but shall have the relationship described in this Section 9.2.10.1.4.

9.2.10.1.5 AT&T Communications Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P.

d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a WISCONSIN.

9.2.10.1.6 As used herein, AT&T-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

9.2.10.1.7 As used herein, AT&T-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

9.2.10.1.8 As used herein, AT&T SOUTHWEST REGION 5-STATE means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

9.2.10.1.9 As used herein, AT&T 4-STATE means the applicable above listed ILECs doing business in, Indiana, Michigan, Ohio, and Wisconsin.

9.2.10.1.10 As used herein, AT&T-2STATE means the applicable above listed ILECs doing business in California.

9.2.10.1.11 As used herein, AT&T SNET means the applicable above listed ILECs doing business in Connecticut.

9.2.10.2 DEFINITIONS

9.2.10.2.1 "Billing Clearinghouse" means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.

9.2.10.2.2 "Account Owner" means a telecommunications company, including AT&T-13STATE that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

9.2.10.2.3 "Administer or Administration" means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.

9.2.10.2.4 "Assignment Authority" means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where "A" represents an international standards body, "B" represents a national standards body, "CCCC" represents a network operator, and "DDD" represents a local assignment. For code-sets from ten to thirty digits, the "DDD" section of the code is expanded to include the extra digits. An

Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

9.2.10.2.5 "Complete Screen" means that the Query-originator was denied access to all of the information it requested in its Query.

9.2.10.2.6 "Custom Data Element" means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies' Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.

9.2.10.2.7 "Custom ID" means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.

9.2.10.2.8 "Data Clearinghouse" means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.

9.2.10.2.9 "Data Element" means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.

9.2.10.2.10 "Data Screening (or LIDB Data Screening)" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.

9.2.10.2.11 "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information as well as the service logic that provides the transactional processing capability.

9.2.10.2.12 "GetData" means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.

9.2.10.2.13 "GetData Query" means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.

9.2.10.2.14 "Level 1 Data Screening" means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.

9.2.10.2.15 "Level 2 Data Screening" means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator. This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

9.2.10.2.16 "Originating Line Number Screening (OLNS)" means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.

9.2.10.2.17 "Originating Point Code (OPC)" means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.

9.2.10.2.18 "Partial Screen" means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.

9.2.10.2.19 "Personal Identification Number" (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

9.2.10.2.20 "Query" means a message that represents a request to a Database for information.

9.2.10.2.21 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an AT&T-12STATE STP to the SCP where LIDB resides and back.

9.2.10.2.22 "Response" means a message that, when appropriately interpreted, represents an answer to a Query.

9.2.10.2.23 "Standard Data Element" means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies' Generic Requirements documentation.

9.2.10.2.24 "Terminating Point Code" means a 9-digit code that identifies the network node that will receive a Query or a Response.

9.2.10.2.25 "Service Platform" means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.

9.2.10.2.26 "Validation Information" means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

9.2.10.2.27 "Validation Query" means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

9.2.10.3 GENERAL DESCRIPTION

9.2.10.3.1 AT&T-12STATE's LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide AT&T-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. AT&T-12STATE's LIDB is also connected directly to an adjunct fraud monitoring system.

9.2.10.3.2 From time-to-time, AT&T-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information. Nothing herein shall require AT&T-12STATE to make any enhancements to its LIDB except at its sole discretion.

9.2.10.4 SERVICE DESCRIPTION

9.2.10.4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC's Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non AT&T end office switches and is optional for CLEC's accounts associated with unbundled local switch ports.

9.2.10.4.2 CLEC cannot use any of the unbundled, electronic interfaces AT&T-12STATE provides under this Appendix to access any Line Records CLEC might have in AT&T-12STATE's LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).

9.2.10.4.3 Electronic Interfaces - Where available, AT&T-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

9.2.10.4.3.1 Service Order Entry Interface

9.2.10.4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to AT&T-12STATE's LIDB SMS that is equivalent to AT&T-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB SMS. AT&T SOUTHWEST REGION 5-STATE also provides the Service Order Entry Interface to requesting CLECs that use AT&T SOUTHWEST REGION 5-STATE's UNE local switch ports. AT&T-2STATE, AT&T 4-STATE, and AT&T SNET will also provide the Service Order

Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

9.2.10.4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide AT&T-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to AT&T-12STATE's Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.

9.2.10.4.3.1.3 AT&T-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for AT&T-12STATE to provide CLEC with Data Base administration and storage.

9.2.10.4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to an AT&T-12STATE's LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that AT&T-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).

9.2.10.4.3.1.5 CLEC understands and agrees that its access to AT&T-12STATE's LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to AT&T-12STATE for Administration through the LSR Process.

9.2.10.4.3.2 Interactive Interface

9.2.10.4.3.2.1 The Interactive Interface provides CLEC with unbundled access to AT&T-2STATE's and AT&T SOUTHWEST REGION 5-STATE's LIDB SMS that is equivalent to AT&T-2STATE's and AT&T SOUTHWEST REGION 5-STATE's access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data Administration tasks AT&T-2STATE's and/or AT&T SOUTHWEST REGION 5-STATE's LIDB DBAC personnel can perform on AT&T-2STATE's and/or AT&T SOUTHWEST REGION 5-STATE's own Line Records. AT&T 4-STATE and AT&T SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

9.2.10.4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.

9.2.10.4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.

9.2.10.4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

9.2.10.4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that AT&T-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

9.2.10.4.4 Data Migration Interface

9.2.10.4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from AT&T-12STATE to another LIDB and/or CNAM Database provider.

9.2.10.4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to AT&T-12STATE's LIDB SMS.

9.2.10.4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

9.2.10.4.4.3.1 CLEC will coordinate a meeting between its new Database provider and AT&T-12STATE's LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).

9.2.10.4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from AT&T-12STATE's LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request AT&T-12STATE to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.

9.2.10.4.4.3.3 In AT&T SOUTHWEST REGION 5-STATE only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in

the deletion of the Line Record from AT&T SOUTHWEST REGION 5-STATE's LIDB.

9.2.10.4.4.3.4 AT&T-12STATE will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between AT&T-12STATE and CLEC's new LIDB and/or CNAM Database provider.

9.2.10.4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to AT&T-12STATE, AT&T-12STATE will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.

9.2.10.4.4.5 AT&T-12STATE will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between AT&T-12STATE and CLEC's previous LIDB and/or CNAM Database provider.

9.2.10.4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

9.2.10.4.5 LIDB Editor Interface

9.2.10.4.5.1 LIDB Editor Interface provides CLEC with unbundled access to AT&T-12STATE's LIDB Editor that is equivalent to AT&T-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. AT&T-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.

9.2.10.4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized AT&T-12STATE employees. CLEC will have access to such AT&T-12STATE employees only for the same purposes that AT&T-12STATE has access to LIDB Editor.

9.2.10.4.5.3 AT&T-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

9.2.10.4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

9.2.10.4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to AT&T-12STATE at the time CLEC makes its update request. CLEC and AT&T-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

9.2.10.4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

9.2.10.4.4 Audits

9.2.10.4.6.1 LIDB Audit

9.2.10.4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

9.2.10.4.6.1.2 AT&T-12STATE will run the LIDB audit on a daily basis.

9.2.10.4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

9.2.10.4.6.2 Source Audit

9.2.10.4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB SMS match the source of the Account Owner's Line Records.

9.2.10.4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the AT&T-12STATE's billing system that contains the LIDB data for such Account Owners.

9.2.10.4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

9.2.10.4.6.2.4 AT&T-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). AT&T-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

9.2.10.4.6.2.5 CLEC will use the file AT&T-12STATE provides in Section 9.2.10.4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

9.2.10.4.6.2.6 AT&T-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) AT&T-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and AT&T-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

9.2.10.4.6.3 Data Screening Verification

9.2.10.4.6.3.1 AT&T 12STATE will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time.

9.2.10.4.7 LSR Process

9.2.10.4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled AT&T-12STATE's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using AT&T-12STATE's UNE local switch ports.

9.2.10.4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to AT&T-12STATE's LIDB SMS only through the electronic unbundled interfaces AT&T-12STATE offers in Section 9.2.10.4.3 of this Appendix.

9.2.10.4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.

9.2.10.4.7.4 CLEC will provide complete information in its LSR to AT&T-12STATE so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, AT&T-12STATE will populate such Data Element with AT&T-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing AT&T-12STATE complete and accurate information. In the event AT&T-12STATE populates CLEC's Line Records with default information under

this paragraph, AT&T-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of AT&T-12STATE's gross negligence or willful misconduct.

9.2.10.4.7.5 CLEC will provide to AT&T-12STATE during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.

9.2.10.4.7.6 The following applies only to AT&T SOUTHWEST REGION 5-STATE.

9.2.10.4.7.6.1 AT&T SOUTHWEST REGION 5-STATE will transfer LIDB Line Records between local service providers (including AT&T SOUTHWEST REGION 5-STATE) based on conversion activity either with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

9.2.10.4.7.6.2 CLEC will identify through a registration form or ballot that AT&T SOUTHWEST REGION 5-STATE will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

9.2.10.4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether AT&T SOUTHWEST REGION 5-STATE will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

9.2.10.4.7.6.4 Conversion Activity. CLEC will identify whether AT&T SOUTHWEST REGION 5-STATE will convert LIDB Line Records from a previous local service provider (including AT&T SOUTHWEST REGION 5-STATE) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have AT&T SOUTHWEST REGION 5-STATE delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including AT&T SOUTHWEST REGION 5-STATE).

9.2.10.4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

9.2.10.4.8 Fraud Monitoring

9.2.10.4.8.1 AT&T-12STATE's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. AT&T-12STATE will provide CLEC with an alert as set forth in Article 6, Fraud Control, Network Security, and Law Enforcement.

9.2.10.4.9 LIDB Data Screening

9.2.10.4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on AT&T-12STATE's LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

9.2.10.4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.

9.2.10.4.9.3 AT&T-12STATE will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, AT&T-12STATE will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

9.2.10.5 MANNER OF PROVISIONING

9.2.10.5.1 AT&T-12STATE will provide to CLEC, on request, AT&T-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces AT&T-12STATE provides for LIDB data Administration when CLEC chooses to use such interfaces.

9.2.10.5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

9.2.10.5.3 AT&T-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in AT&T-12STATE's LIDB. CLEC shall provide all information needed by AT&T-12STATE to fully and accurately populate all Standard Data Elements in a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

9.2.10.5.4 Forecasts

9.2.10.5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by AT&T-12STATE thereafter, the following forecast data:

9.2.10.5.4.1.1 the number of working lines per account group;

9.2.10.5.4.1.2 the number of working line numbers to be established;

9.2.10.5.4.1.3 the average number of monthly changes to these records;

9.2.10.5.4.1.4 the number of busy hour queries, by query type; and

9.2.10.5.4.1.5 the number of annual queries by query type.

9.2.10.5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:

9.2.10.5.4.2.1 The size of the Data Element in terms of bytes;

9.2.10.5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;

9.2.10.5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and

9.2.10.5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).

9.2.10.5.4.3 If AT&T-12STATE, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, AT&T-12STATE will notify CLEC of AT&T-12STATE's inability to provide the Custom Data Element until such time as AT&T-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and AT&T-12STATE will have no liability to CLEC while AT&T-12STATE gains such needed data storage and administration and/or processing capability.

9.2.10.5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and AT&T-12STATE encourages CLEC to submit such forecasts as soon as practical. AT&T-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if AT&T-12STATE has reason to believe there may be significant error in CLEC's latest forecast.

9.2.10.5.6 CLEC will furnish all Line Records and Group Records in a format required by AT&T-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

9.2.10.5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that AT&T-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

9.2.10.5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in AT&T-12STATE's LIDB.

9.2.10.5.9 CLEC will Administer its data in AT&T-12STATE's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:

9.2.10.5.9.1 Populating all Standard Data Elements defined for AT&T-12STATE's LIDB.

9.2.10.5.9.2 Deleting Line Records from AT&T-12STATE's LIDB when CLEC migrates Line Record from an AT&T-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with AT&T-12STATE to delete such records on CLEC's behalf.

9.2.10.5.9.3 Deleting Line Records from AT&T-12STATE's LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.

9.2.10.5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an AT&T-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces AT&T-12STATE offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the AT&T-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

9.2.10.5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of AT&T-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the End-User with dial tone.

9.2.10.5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an AT&T-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.

9.2.10.5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.

9.2.10.5.11 If CLEC begins providing local services before CLEC completes and returns to AT&T SOUTHWEST REGION 5-STATE its LSR Process registration form, AT&T SOUTHWEST REGION 5-STATE will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.

9.2.10.5.12 AT&T-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an AT&T-12STATE LIDB.

9.2.10.5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with AT&T-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and the fraud monitoring system, as set forth in AT&T-12STATE practices. The Parties acknowledge that AT&T-12STATE may change those practices from time to time.

9.2.10.5.14 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an AT&T-12STATE's LIDB is the responsibility of AT&T-12STATE. CLEC acknowledges and agrees that AT&T-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. AT&T-12STATE will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of AT&T-12STATE's SCP and LIDB.

9.2.10.5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.

9.2.10.5.16 AT&T-12STATE will, at its sole discretion, allow or negotiate any access to an AT&T-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an AT&T-12STATE's LIDB. CLEC acknowledges that when AT&T-12STATE allows an entity to access AT&T-12STATE's LIDB, such Query originators will also have access to CLEC's data that is also stored in such AT&T-12STATE's LIDB unless CLEC otherwise invokes Level 2 Data Screening.

9.2.10.5.17 The following applies only to AT&T SOUTHWEST REGION 5-STATE

9.2.10.5.17.1 AT&T SOUTHWEST REGION 5-STATE will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the End-User as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, AT&T SOUTHWEST REGION 5-STATE will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, AT&T SOUTHWEST REGION 5-STATE will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, AT&T SOUTHWEST REGION 5-STATE will count the day of the record's creation as

zero (0). AT&T SOUTHWEST REGION 5-STATE's ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

9.2.10.5.17.1 If CLEC elects to have AT&T SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, AT&T SOUTHWEST REGION 5-STATE will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

9.2.10.5.17.2 If CLEC elects to have AT&T SOUTHWEST REGION 5-STATE transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, AT&T SOUTHWEST REGION 5-STATE will change every data element in the LIDB Line Record as part of the transfer of ownership. However, AT&T SOUTHWEST REGION 5-STATE will not mark such records as transitional. AT&T SOUTHWEST REGION 5-STATE will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, AT&T SOUTHWEST REGION 5-STATE will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

9.2.10.5.18 LIDB Data Screening

9.2.10.5.18.1 AT&T-12STATE is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.

9.2.10.5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.

9.2.10.5.18.3 CLEC will use an interface designated by AT&T-12STATE to notify AT&T-12STATE of CLEC's Level 2 Data Screening requests. AT&T-12STATE will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by AT&T-12STATE. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in AT&T-12STATE's operating procedures, which the Parties agree AT&T-12STATE may change from time to time at its sole

discretion. AT&T-12STATE shall not be responsible for any claims related to untimely or incorrect blocking requests.

9.2.10.5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by AT&T-12STATE which the Parties agree AT&T-12STATE may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.

9.2.10.5.18.5 If an entity with appropriate jurisdictional authority determines that AT&T-12STATE cannot offer Level 2 Data Screening and/or determines that AT&T-12STATE cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that AT&T-12STATE will not abide by CLEC's requests for such Data Screening and AT&T-12STATE will not have any liability to CLEC for not providing such Data Screening.

9.2.10.5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to AT&T-12STATE's LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in AT&T-12STATE's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that AT&T-12STATE can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.

9.2.10.5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.

9.2.10.5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.

9.2.10.5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, AT&T-12STATE will identify to such Query originator the presence of Level 2 Data Screening.

9.2.10.5.18.10 CLEC understands that AT&T may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from AT&T-12STATE's LIDB on an Account Owner basis. CLEC further understands that where available, AT&T-12STATE will honor such requests from Query originators.

9.2.10.5.19 Custom Data Elements

9.2.10.5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:

9.2.10.5.19.2 AT&T-12STATE will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.

9.2.10.5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.

9.2.10.5.19.4 CLEC will confirm to AT&T-12STATE's SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. AT&T-12STATE will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to AT&T-12STATE's SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.

9.2.10.5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on AT&T-12STATE's LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.

9.2.10.5.19.6 CLEC will abide by AT&T-12STATE methods and procedures for creating Custom Data Elements.

9.2.10.5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.

9.2.10.5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.

9.2.10.5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and AT&T-12STATE will not provide, CLEC with a list of other Account Owners' Custom Data Elements.

9.2.10.5.19.10 CLEC is responsible for identifying to AT&T-12STATE, through a process or procedure established by AT&T-12STATE what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

9.2.10.5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on AT&T-12STATE's LIDB. If CLEC has created a Custom

Data Element and a Standard Data Element is subsequently deployed on AT&T-12STATE's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

9.2.10.6 BILLING

9.2.10.6.1 When AT&T-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 9.2.10.6.1.1 or 9.2.10.6.1.2 of this Appendix.

9.2.10.6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of AT&T-13STATE or a third party.

9.2.10.6.1.2 CLEC will provide to AT&T-13STATE or the third party all necessary billing information needed by AT&T-13STATE or the third party to bill the End User directly.

9.2.10.6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including AT&T-13STATE, may choose to deny services to CLEC's subscribers.

9.2.10.6.3 AT&T SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by AT&T SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by AT&T SNET and billed to CLEC, in accordance with AT&T SNET's invoice.

9.2.10.7 PRICE AND PAYMENT

9.2.10.7.1 AT&T MIDWEST 4-STATE will charge CLEC $2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires AT&T 4-STATE to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and AT&T 4-STATE. AT&T 4-STATE will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

9.2.10.8 CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9.2.10.9 LIABILITY

9.2.10.9.1 In addition to any other limitations of liability set forth in this Agreement, AT&T-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of AT&T-12STATE. Any such losses or damages for which AT&T-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time AT&T-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2.10.9.2 In addition to any other limitations of liability set forth in this Agreement, AT&T-12STATE will not be liable for any losses or damages arising out of AT&T-12STATE's administration of fraud monitoring or Automatic Fraud Monitoring systems.

9.2.10.9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of AT&T-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which AT&T-12STATE is found liable as a result of its sole negligence.

9.2.10.9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly arising out of AT&T-12STATE's administration of AT&T-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which AT&T-12STATE is found liable as a result of its gross negligence or willful misconduct.

9.2.10.9.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.

9.2.10.9.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless AT&T-12STATE from any and all claims, demands, or suits brought by a third party against AT&T-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 9.2.10.6.1.2 of this Appendix.

9.2.10.10 DISCLAIMER OF WARRANTIES

9.2.10.10.1 AT&T-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, AT&T-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

9.2.10.11 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.2.10.11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SCHEDULE 9.2.11
CNAM DATABASE SERVICE

9.2.11 CNAM Database Service

9.2.11.1 General

9.2.11.1.1 AT&T CALIFORNIA will provide CLEC with access to AT&T CALIFORNIA' Calling Name Database for CNAM Query. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS). All CLEC queries to AT&T CALIFORNIA' CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for AT&T CALIFORNIA to properly process queries to its CNAM Database.

9.2.11.1.2 AT&T CALIFORNIA shall charge CLEC for the CNAM Query as set forth in the Pricing Schedule.

9.2.11.1.3 AT&T CALIFORNIA provides CNAM Service Query as set forth in this Schedule only as such service is used for CLEC's local service provider activities on behalf of its Illinois local service customers where AT&T CALIFORNIA is the incumbent local exchange carrier. The pricing associated with providing this service, as set forth in the Pricing Schedule, is applicable only to queries from CLEC's switches that are located within the AT&T CALIFORNIA serving area.

9.2.11.2 Definitions

9.2.11.2.1 "Account Owner" means a telecommunications company, including but not limited to AT&T CALIFORNIA and CLEC, which stores and/or administers Line Record Information and/or Group Record Information in a Party's Calling Name Database.

9.2.11.2.2 "Calling Name Database" means a database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

9.2.11.2.3 "Calling Number Delivery" is a feature that enables an end user to view the directory number of the calling party on a display unit.

9.2.11.2.4 "Calling Name Delivery Service" or "CNDS" means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the customer's premises between the first and second ring for display on compatible customer premises equipment.

9.2.11.2.5 "Calling Name Information" means a telecommunications company's records of its subscribers' names associated with one or more of its subscribers' assigned ten-digit telephone numbers.

9.2.11.2.6 "CNAM Query" means a AT&T CALIFORNIA Service that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

9.2.11.2.7 "CNAM Query Rate" means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

9.2.11.3 Price and Payment

9.2.11.3.1 CLEC will make payment to AT&T CALIFORNIA for CNAM Database Service based upon the rates set forth in the Pricing Schedule.

9.2.11.3.2 CLEC will pay AT&T CALIFORNIA a per-Query rate for each Query initiated into AT&T CALIFORNIA' CNAM Database. This rate is set forth in the Pricing Schedule.

9.2.11.3.3 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its CNAM Query, except as provided for in Section 9.2.11.3.5, below. These rates are set forth in the Pricing Schedule. This nonrecurring charge applies per point code.

9.2.11.3.4 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify CNAM Query, except as provided for in Section 9.2.11.3.5, below. The Service Order Nonrecurring Charge is set forth in the Pricing Schedule.

9.2.11.3.5 AT&T CALIFORNIA will waive non-recurring charges for the initial order establishing CNAM Query. Additional non-recurring charges for point code activation and service order activity shall be applicable for all such activity after the initial service order and initial point code activation. The applicable non-recurring charges shall be those set forth in the Pricing Schedule.

9.2.11.3.6 AT&T CALIFORNIA will record usage information for CLEC's CNAM Database Service Queries terminating to AT&T CALIFORNIA's CNAM Database.

9.2.11.3.7 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that such Party disputes will be addressed as set forth in Section 8 of the General Terms and Conditions of the Agreement. The following provisions will be substituted solely with respect to billing disputes arising from CNAM related charges:

If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within (90) calendar days of the date of said monthly bill or the dispute shall be waived. CLEC agrees that any amount of any monthly bill that CLEC disputes will be paid by CLEC by the Bill Due Date, according to the terms of this Agreement. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

9.2.11.3.8 The billing Party may bill the billed Party for charges incurred by the billed Party up to (but no more than) ninety (90) days prior to the back-bill date. For purposes of this paragraph, the Parties shall deem charges to be incurred as of the first day of the billing cycle in which the billed Party used the service. A billing Party may bill the billed Party for charges outside of the time period defined in this paragraph for charges incurred by the billed Party when: a) the failure to bill or underbilling is caused by the acts, failure, or refusal to act, errors or omissions of the billed Party; b) where a billing Party is required by regulatory agencies, arbitrators, courts or legislatures to implement new pricing structures or change its billing system, in which case the billing Party may submit to the billed Party charges required by the regulatory action, the date of final non-appealable arbitration order, or as of the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), in a backbill for charges incurred by the billed Party as a result of, and since the applicable Governmental Requirements Date; provided, however, that if such Governmental Requirements Date more than 270 days prior to the back-bill date, then the back-bill shall include only such charges as were incurred no more than 270 days prior to the back-bill date; or c) failure to bill or underbilling where data exchange with third party carriers is required, in which case the billing Party may submit a backbill to the billed Party for charges incurred by the billed Party up to ninety (90) days prior to the backbill date.

9.2.11.3.9 Although AT&T CALIFORNIA will exert reasonable effort to generate mechanized bills to CLEC, nothing in this Schedule requires mechanized billing.

9.2.11.3.10 CLEC will notify AT&T CALIFORNIA when CLEC discontinues use of an Originating Point Code ("OPC") used to Query the CNAM Database.

9.2.11.3.11 AT&T CALIFORNIA will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth above.

9.2.11.3.12 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to AT&T CALIFORNIA' CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC operations within AT&T CALIFORNIA' incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

9.2.11.3.13 If CLEC operates in more than one (1) State in AT&T CALIFORNIA' incumbent region, AT&T CALIFORNIA will apply company-level rates to the CNAM Database Service provided to CLEC under this Schedule.

9.2.11.4 Intentionally left blank.

9.2.11.5 Ownership of Information

9.2.11.5.1 Account Owners depositing information in AT&T CALIFORNIA' CNAM Database retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Schedule.

9.2.11.5.2 Unless expressly authorized in writing between the Parties, CLEC will use CNAM Query only for the purpose of delivery of Calling Name Information by CLEC to CLEC's CNDS subscribers. CLEC may use CNAM Query for such authorized purpose only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC accesses from AT&T CALIFORNIA' Calling Name Database. AT&T CALIFORNIA agrees that CLEC may use reports on Calling Name Database usage and Calling Name Database usage statistics and information similar to Calling Name Database usage statistics to bill its carrier customers and to estimate CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that AT&T CALIFORNIA may use statistics for the same purposes. CLEC may aggregate individual Calling Name Database statistics regarding the number of CLEC's CNAM Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

9.2.11.5.3 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information CLEC receives in a Response from AT&T CALIFORNIA' Calling Name Database.

9.2.11.5.4 If CLEC acts on behalf of other carriers, CLEC will prohibit its local Query-originating local carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from AT&T CALIFORNIA' Calling Name Database.

9.2.11.5.5 In any agreement or tariff in which CLEC provides CNDS, CLEC will prohibit its subscribers from maintaining or creating any table or database from any Response from AT&T CALIFORNIA' Database and providing such table or database to third parties.

9.2.11.5.6 In addition to any other remedies available at law or in equity, if CLEC or CLEC's Query-originating local carrier customer(s) use CNAM Query and/or Response Information for any purpose not specifically authorized under this Schedule and

continues such unauthorized use for a period of ten (10) days following written notice from AT&T CALIFORNIA demanding the cessation of such unauthorized use, AT&T CALIFORNIA may terminate this Schedule after the ten day notice period and stop providing access to AT&T CALIFORNIA' CNAM Database without liability to CLEC or CLEC's Query-originating local carrier customer(s) or end users. In the event of such termination, CLEC will remain obligated to pay AT&T CALIFORNIA any unpaid incurred amounts under this Schedule.

9.2.11.6 Liability Provisions Applicable to CNAM Database

9.2.11.6.1 A Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Amendment regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages not to exceed the amount paid for CNAM Database Service.

9.2.11.6.2 The remedies as set forth above shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

9.2.11.6.3 In no event shall AT&T CALIFORNIA have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by CNAM Database Service purchasers.

9.2.11.6.4 AT&T CALIFORNIA is furnishing access to its CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AT&T CALIFORNIA agrees to make every reasonable attempt to provide accurate CNAM Database information, the Parties acknowledge that CNAM Database information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that AT&T CALIFORNIA can furnish CNAM Database information only as accurate and current as the information has been provided to AT&T CALIFORNIA for inclusion in its CNAM Database. Therefore, AT&T CALIFORNIA, in addition to the limitations of liability set forth, is not liable for inaccuracies in CNAM Database information provided to CLEC or to CLEC's Query originating local carrier customers except for such inaccuracies caused by AT&T CALIFORNIA' willful misconduct or gross negligence.

9.2.11.6.5 CALLING NAME INFORMATION PROVIDED TO CLEC BY AT&T CALIFORNIA HEREUNDER SHALL BE PROVIDED "AS IS". AT&T CALIFORNIA MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AT&T CALIFORNIA, IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES

OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

9.2.11.6.6 CLEC acknowledges that AT&T CALIFORNIA' Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, AT&T CALIFORNIA, in addition to any other limitations of liability set forth in the Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in AT&T CALIFORNIA' Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from AT&T CALIFORNIA' willful misconduct or gross negligence.

9.2.11.6.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

9.2.11.6.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to AT&T CALIFORNIA' Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, AT&T CALIFORNIA, in addition to the limitations of liability set forth in the Agreement is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in the Agreement, to hold AT&T CALIFORNIA harmless from and defend and indemnify AT&T CALIFORNIA for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when

appropriate indication is provided, except for such privacy-related claims, damages or actions caused by AT&T CALIFORNIA' willful misconduct or gross negligence.

9.2.11.7 Communication and Notices

9.2.11.7.1 Ordering and billing inquiries for the services described herein from AT&T CALIFORNIA shall be directed to the Local Service Center (LSC).

SCHEDULE 9.5
PROVISIONING OF NETWORK ELEMENTS

9.5 Provision of Network Elements.

Provision of Network Elements is in accordance with Article 33 and Schedule 33.1.

APPENDIX
PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

1.1 Process

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

1.2 Scope

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

1.3 Purpose

1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **AT&T CALIFORNIA**'s Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.

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

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

1.4.2 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **AT&T CALIFORNIA**'s standards and requirements for equipment and facility installations, CLEC Online website, or **AT&T CALIFORNIA**'s TP76300MP.

2. DEFINITIONS

2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

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

2.4 **Adjacent Structure** - A Collocator-provided structure placed on **AT&T CALIFORNIA** property (Adjacent On-site) or non-**AT&T CALIFORNIA** property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only

permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.

2.6 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).

2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.

2.10 **Delivery Date** - The date on which **AT&T CALIFORNIA** provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when **AT&T CALIFORNIA** has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.

2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in **AT&T CALIFORNIA** Eligible Structure.

2.12 **Effective Billing Date** - The date **AT&T CALIFORNIA** completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.13 **Eligible Structure** - Eligible Structure refers to **AT&T CALIFORNIA**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **AT&T CALIFORNIA** that house its network facilities, and all structures that house **AT&T CALIFORNIA**'s facilities on public rights-of-way.

2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses **AT&T CALIFORNIA** incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or **AT&T CALIFORNIA** as defined in Section 17.

2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to

space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.

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

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

2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for **AT&T CALIFORNIA** and for Collocator in **AT&T CALIFORNIA** eligible structures in all collocation footprints areas and/or **AT&T CALIFORNIA** common areas in the technologies and geographical locations for which they are approved by **AT&T CALIFORNIA**.

2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for **AT&T CALIFORNIA** and for Collocators in **AT&T CALIFORNIA** central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the **AT&T CALIFORNIA** per the letter codes listed in a table on the Tier 1 list on https://clec.att.com/clec.

2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the **AT&T CALIFORNIA** central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.

2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the **AT&T CALIFORNIA**'s, which is located on the **AT&T CALIFORNIA** CLEC ONLINE Web-Site (https://clec.att.com/clec), as amended from time to time.

2.20 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.

2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.

2.22 **Non-Standard Collocation Request (NSCR)** - **AT&T CALIFORNIA** may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

2.23 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.24 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.

2.25 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via https://clec.att.com/clec.

2.26 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

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

2.28 **Unused Space** - Any space (i) existing in **AT&T CALIFORNIA**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **AT&T CALIFORNIA**'s or any third party, (iii) that is not occupied by **AT&T CALIFORNIA**'s, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **AT&T CALIFORNIA**'s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**AT&T CALIFORNIA**'s or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **AT&T CALIFORNIA**'s warranty on proximate.

3. GENERAL

3.1 Certification

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

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. **AT&T CALIFORNIA** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all **AT&T CALIFORNIA** requirements. The Installation Supplier shall coordinate with the **AT&T CALIFORNIA** representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via https://clec.att.com/clec.

3.4 Safety

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

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. **AT&T CALIFORNIA** will rent parking spaces to Collocator on a first-come, first-served basis if such space is available. Collocator may not park in spaces that are reserved for **AT&T CALIFORNIA** vehicles and which are designated as reserved. **AT&T CALIFORNIA** shall not unreasonably reserve for its own use all parking at the Eligible Structure.

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

3.7 Collocator's Equipment and Facilities

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

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

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

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

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

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

3.8 Americans with Disability Act (ADA)

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

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

3.8.3 Should **AT&T CALIFORNIA** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.

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

3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability - Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.

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

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

4.2 Third Parties

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

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

4.3 Force Majeure Events shall be governed by the General Terms and Conditions of this Agreement.

4.4 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

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

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

4.5 Self-Insured

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

5. INDEMNIFICATION OF AT&T CALIFORNIA

5.1 Except as otherwise provided herein, Indemnification is governed by the General Terms and Conditions of this Agreement.

5.2 Casualty Loss

5.2.1 Damage to Dedicated Space

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

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

5.2.2 Damage to Eligible Structure

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

6. SECURITY

6.1 **AT&T CALIFORNIA** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **AT&T CALIFORNIA** may impose security arrangements as stringent as the security arrangements **AT&T CALIFORNIA** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **AT&T CALIFORNIA** may impose the more stringent requirements. Stated differently, the incumbent will not impose

discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. **AT&T CALIFORNIA** will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

6.1.1 Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

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

6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in **AT&T CALIFORNIA**'s Technical Publications via https://clec.att.com/clec.

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

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

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

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

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

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

6.1.1.3.6 Carrying a weapon on **AT&T CALIFORNIA** property.

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

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

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

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

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

6.1.1.5.3 **AT&T CALIFORNIA**'s enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost

nor shall it result in duplicative security costs. The cost of an interior security partition around **AT&T CALIFORNIA**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

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

6.1.1.5.5 **AT&T CALIFORNIA** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **AT&T CALIFORNIA** cannot prove that other reasonable security methods cost more than an interior security partition around **AT&T CALIFORNIA**'s equipment, **AT&T CALIFORNIA** cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.

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

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

7. DEDICATED SPACE

7.1 Contact Numbers

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

7.1.2 The Collocator is responsible for providing to **AT&T CALIFORNIA** personnel a contact number for Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week **AT&T CALIFORNIA**. In addition, for all activities requiring verbal and written notification per this

Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

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

7.3 Trouble Status Reports

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

7.4 Service Coordination

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

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied **AT&T CALIFORNIA** shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Collocator disputes the **AT&T CALIFORNIA** placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. **AT&T CALIFORNIA** will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the **AT&T CALIFORNIA**-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes,

as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The **AT&T CALIFORNIA** representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise **AT&T CALIFORNIA** orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the **AT&T CALIFORNIA** findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on **AT&T CALIFORNIA** to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

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

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T CALIFORNIA** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, **AT&T CALIFORNIA** will not provide Collocator's personnel or agents with direct access to **AT&T CALIFORNIA**'s Main Distribution Frame (MDF), with the exception of the **AT&T CALIFORNIA**'s Approved Vendor.

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

7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by **AT&T CALIFORNIA** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that **AT&T CALIFORNIA** provide and

install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - **AT&T CALIFORNIA** will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, **AT&T CALIFORNIA** will not provide Collocator's personnel or agents with direct access to **AT&T CALIFORNIA**'s Main Distribution Frame (MDF), with the exception of the **AT&T CALIFORNIA**'s Approved Vendor.

7.6.1.4 Cageless Collocation - **AT&T CALIFORNIA** will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, **AT&T CALIFORNIA** will provide space in single bay increments, including available space adjacent to or next to **AT&T CALIFORNIA**'s equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort **AT&T CALIFORNIA**. **AT&T CALIFORNIA** will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). **AT&T CALIFORNIA** may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, **AT&T CALIFORNIA** will not provide Collocator's personnel or agents with direct access to **AT&T CALIFORNIA**'s Main Distribution Frame (MDF), with the exception of the **AT&T CALIFORNIA** Approved Tier 1 Vendor.

7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within **AT&T CALIFORNIA** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **AT&T CALIFORNIA** will permit Collocator to physically collocate on **AT&T CALIFORNIA**'s property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that **AT&T CALIFORNIA** uses to house telecommunication equipment, to the extent technically feasible. **AT&T CALIFORNIA** and telecommunications carrier will mutually agree on the location of the designated space on **AT&T CALIFORNIA** premises where the Adjacent Structure will be placed. **AT&T CALIFORNIA** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **AT&T CALIFORNIA** will offer the following increments of power to the Adjacent Structure: **AT&T CALIFORNIA** will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. **AT&T**

CALIFORNIA will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **AT&T CALIFORNIA** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **AT&T CALIFORNIA** shall permit Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either **AT&T CALIFORNIA** or the Collocator. Accordingly, **AT&T CALIFORNIA** will not provide Collocator's personnel or agents with direct access to **AT&T CALIFORNIA**'s Main Distribution Frame (MDF), with the exception of the **AT&T CALIFORNIA**'s Approved Tier 1 Vendor.

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

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

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

7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the **AT&T CALIFORNIA** Central Office or Eligible Structure.

7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.

7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may

provide its own facilities to **AT&T CALIFORNIA**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

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

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

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

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from **AT&T CALIFORNIA**'s receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule

a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

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

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which **AT&T CALIFORNIA** eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within **AT&T CALIFORNIA**'s eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

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

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

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

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 **AT&T CALIFORNIA** shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, **AT&T CALIFORNIA**'s 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

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

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.

8.1.4.4 **AT&T CALIFORNIA** will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, **AT&T CALIFORNIA** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook https://clec.att.com/clec, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

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

8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **AT&T CALIFORNIA** representative and the designated agent for the Collocator, who will participate in the tour.

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

agreement. **AT&T CALIFORNIA**'s representative will accompany and supervise the Collocator agent on the inspection tour.

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

8.1.4.9 **Legitimately Exhausted**. Before **AT&T CALIFORNIA** may make a determination that space in an Eligible Structure is legitimately exhausted, **AT&T CALIFORNIA** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **AT&T CALIFORNIA**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, **AT&T CALIFORNIA** may reserve space for transport equipment for current year plus two (2) years. Additionally, **AT&T CALIFORNIA** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **AT&T CALIFORNIA** or for future use by **AT&T CALIFORNIA** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **AT&T CALIFORNIA** may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.

8.1.5 Application Quotation Interval for Physical Collocation

8.1.5.1 **AT&T CALIFORNIA** will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in **AT&T CALIFORNIA**'s Interconnector's Collocation Services Handbook (https://clec.att.com/clec) for Physical Collocation in **AT&T CALIFORNIA** and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Collocator and appropriate fees paid to **AT&T CALIFORNIA**.

8.1.5.1.1 A Collocator wishing **AT&T CALIFORNIA** to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g.,

caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **AT&T CALIFORNIA** to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, **AT&T CALIFORNIA** would not require an additional application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Collocator only wishes **AT&T CALIFORNIA** to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if **AT&T CALIFORNIA** is unable to provide the Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Collocator's application and initial Planning Fee payment, **AT&T CALIFORNIA** will begin development of the quotation. **AT&T CALIFORNIA** will advise the Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). **AT&T CALIFORNIA** will allow the Collocator to retain its place in the collocation queue so long as the Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

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

8.1.5.2.1 The Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

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

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

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

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Collocator must be in writing via a new application form.

8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which **AT&T CALIFORNIA** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.

8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, **AT&T CALIFORNIA** shall meet the

provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.1.2 Dedicated Space is not reserved until **AT&T CALIFORNIA**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, **AT&T CALIFORNIA** will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.

8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Collocator.

8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), **AT&T CALIFORNIA** will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).

8.2.2.2.1 A shorter interval may apply where Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, **AT&T CALIFORNIA** shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 **AT&T CALIFORNIA** will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring

charges where **AT&T CALIFORNIA** will be installing all or some of the bays, and the Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than fifty (50) amps per feed, **AT&T CALIFORNIA** will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when **AT&T CALIFORNIA** installs interconnection and power cabling. **AT&T CALIFORNIA** will provide a reduced interval for Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Collocator must submit to **AT&T CALIFORNIA**'s Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

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

8.2.5 Other Augments

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

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

8.2.5.1.2 The second fifty percent (50%) payment must be received by **AT&T CALIFORNIA** no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Collocator by **AT&T CALIFORNIA**.

8.2.5.1.3 During **AT&T CALIFORNIA** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by **AT&T CALIFORNIA**, Collocator and/or their **AT&T CALIFORNIA** Approved Tier 1 Vendor (s) may request **AT&T CALIFORNIA** to do work in parallel with **AT&T CALIFORNIA** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **AT&T CALIFORNIA** and follow **AT&T CALIFORNIA**'s Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

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

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, **AT&T CALIFORNIA** will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days of **AT&T CALIFORNIA** completion of preparation of the Dedicated Space.

8.4.1.1 Upon Collocator's receipt of such notice, **AT&T CALIFORNIA** and the requesting Collocator shall, upon Collocator's request, conduct an acceptance walk-through of such space. The Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Collocator as exceptions, which shall be mutually agreed to as exceptions by **AT&T CALIFORNIA**. These exceptions shall be corrected by **AT&T CALIFORNIA** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at **AT&T CALIFORNIA**'s expense.

8.4.1.2 Upon completion of such corrections, **AT&T CALIFORNIA** will again notify the Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space.

8.4.2 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to **AT&T CALIFORNIA**'s network or obtain access to **AT&T CALIFORNIA** UNEs within one hundred eighty (180) days after receipt of such notice, that **AT&T CALIFORNIA** has completed its work as required by the complete and accurate Collocation application.

8.4.2.1 In the event that **AT&T CALIFORNIA** has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until **AT&T CALIFORNIA** allows the Collocator to interconnect. **AT&T CALIFORNIA**, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

8.4.2.2 Orders for additional space will not be accepted until the Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Collocator establishes to AT&T's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."

8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **AT&T CALIFORNIA**.

8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to **AT&T CALIFORNIA**'s network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **AT&T CALIFORNIA**.

8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10^{th}) business day after **AT&T CALIFORNIA** provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with **AT&T CALIFORNIA** or obtain access to **AT&T CALIFORNIA** UNEs by that tenth (10^{th}) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

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

8.4.5 If the Collocator causes **AT&T CALIFORNIA** to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay **AT&T CALIFORNIA** the monthly recurring and

other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

8.5.1 When **AT&T CALIFORNIA** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. **AT&T CALIFORNIA** will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **AT&T CALIFORNIA** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **AT&T CALIFORNIA**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in **AT&T CALIFORNIA**'s reasonable discretion. In addition, a Collocator's presence in **AT&T CALIFORNIA** Central Offices or adjacent space collocation structures should not prevent **AT&T CALIFORNIA** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.

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

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

Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 **AT&T CALIFORNIA** shall maintain a publicly available document for viewing on the Internet at https://clec.att.com/clec indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T CALIFORNIA** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

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

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

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

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

8.7 Dispute Resolution – Except as otherwise provided herein, Dispute Resolution will be governed by the General Terms and Conditions of this Agreement .

8.8 Non-billing Dispute

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

8.9 Billing – Except as otherwise provided herein, Billing will be governed by the General Terms and Conditions of this Appendix.

8.10 Allowances for Interruptions

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

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

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

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

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

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

9.1.2 **AT&T CALIFORNIA** shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for **AT&T CALIFORNIA** cable. **AT&T CALIFORNIA** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where **AT&T CALIFORNIA** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **AT&T CALIFORNIA** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **AT&T CALIFORNIA** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **AT&T CALIFORNIA** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **AT&T CALIFORNIA** and the Collocator(s).

9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **AT&T CALIFORNIA**, and leaving sufficient length of the cable in the manhole for **AT&T CALIFORNIA** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify **AT&T CALIFORNIA** no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

9.2.1 The demarcation point is the end of the **AT&T CALIFORNIA** provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to **AT&T CALIFORNIA** under 47.U.S.C. § 251(C) (2) or accessing **AT&T CALIFORNIA**'s UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to **AT&T CALIFORNIA**'s network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to **AT&T CALIFORNIA**'s UNEs "for the provision of a telecommunications service."

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

10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator seeks to deploy it, meets either or both of the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or non-discriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the Collocator seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section

must not cause the equipment to significantly increase the burden of **AT&T CALIFORNIA**'s property.

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

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

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

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

10.2 Equipment List

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

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Collocator shall furnish **AT&T CALIFORNIA** a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by **AT&T CALIFORNIA** and written approval or denial of the equipment will be forwarded to the Collocator.

10.2.3 Limitations

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

10.3 Dedicated Space Use and Access

10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide **AT&T CALIFORNIA** with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 **AT&T CALIFORNIA** will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **AT&T CALIFORNIA** will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **AT&T CALIFORNIA**'s policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).

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

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

10.4 Threat to Personnel, Network or Facilities

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

10.5 Interference or Impairment

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

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **AT&T CALIFORNIA** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

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

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The **AT&T CALIFORNIA** will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available **AT&T CALIFORNIA** will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of **AT&T CALIFORNIA**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **AT&T CALIFORNIA**.

11.2 A Collocator may request that **AT&T CALIFORNIA** provide Shared Caged Collocation via:

(i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation"), or

(ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Collocators have interconnection agreements with **AT&T CALIFORNIA** use a shared collocation cage, **AT&T CALIFORNIA** will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.

11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **AT&T CALIFORNIA**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AT&T CALIFORNIA**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, **AT&T CALIFORNIA**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

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

11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **AT&T CALIFORNIA** in a single application. **AT&T CALIFORNIA** will prorate the Preparation Charges incurred by **AT&T CALIFORNIA** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **AT&T CALIFORNIA** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **AT&T CALIFORNIA** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **AT&T CALIFORNIA** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **AT&T CALIFORNIA** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **AT&T CALIFORNIA** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition

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

11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with **AT&T CALIFORNIA** or for access to **AT&T CALIFORNIA**'s Unbundled Network Elements. **AT&T CALIFORNIA** shall provide Collocator access to **AT&T CALIFORNIA**'s Unbundled Network Elements and permit Collocator to interconnect its network with **AT&T CALIFORNIA** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **AT&T CALIFORNIA** shall have no obligation to provide Collocator's Resident Collocators access to **AT&T CALIFORNIA**'s Unbundled Network Elements or **AT&T CALIFORNIA**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement) with **AT&T CALIFORNIA**.

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

11.7 Interconnection to Others

11.7.1 Within a contiguous area within the eligible structure, the **AT&T CALIFORNIA** will permit Collocators to construct their own direct connection (cross-connect) facilities to other physical Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that **AT&T CALIFORNIA** imposes on its own equipment. **AT&T CALIFORNIA** shall not require physical-to-physical Collocators to purchase any equipment or cross-connect capabilities solely from **AT&T CALIFORNIA**. If requested by the Collocator, **AT&T CALIFORNIA** will provide only the installation of

physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However if the Collocators cannot physically pull the cable themselves (i.e. located on different floors), **AT&T CALIFORNIA** will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. **AT&T CALIFORNIA** (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

11.7.2 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then **AT&T CALIFORNIA** will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that **AT&T CALIFORNIA** imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At **AT&T CALIFORNIA**'s option, the connection may be made either by **AT&T CALIFORNIA** or by the Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

12.1.1 All types of network equipment placed in **AT&T CALIFORNIA** network equipment areas of Eligible Structures by **AT&T CALIFORNIA** or Collocator must meet **AT&T CALIFORNIA** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T CALIFORNIA**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **AT&T CALIFORNIA** and its contractors when engineering and installing equipment.

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

12.1.3 In the event **AT&T CALIFORNIA** believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the

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

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

12.2 Compliance Certification

12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **AT&T CALIFORNIA**'s written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T CALIFORNIA** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies **AT&T CALIFORNIA** might have.

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

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

14. SERVICES AND MAINTENANCE

14.1 Operating Services

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

14.2 Maintenance

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

14.3 Equipment Staging and Storage

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

14.4 Legal Requirements

14.4.1 Except for Section 17, **AT&T CALIFORNIA** agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T CALIFORNIA's RIGHT OF ACCESS

15.1 **AT&T CALIFORNIA**, its agents, employees, and other **AT&T CALIFORNIA**-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by **AT&T CALIFORNIA** hereunder, and for any other purpose deemed reasonable by **AT&T CALIFORNIA**. **AT&T CALIFORNIA** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Collocator or its equipment or facilities upon the operation of **AT&T CALIFORNIA** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **AT&T CALIFORNIA** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.

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

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

17. CHARGES

17.1 Monthly Charges

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

17.2 Non-recurring Charges

17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay **AT&T CALIFORNIA** fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.

17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

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

17.4 Determination of Charges Not Established in Collocation Rate Summary

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

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

17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T CALIFORNIA** or other Collocators. **AT&T CALIFORNIA** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and **AT&T CALIFORNIA** is not reached regarding the Custom Work Charge, **AT&T CALIFORNIA** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **AT&T CALIFORNIA** shall accrue interest at the rate established by the appropriate

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

17.6 **Extraordinary Charges** - Collocator will be responsible for all extraordinary construction costs, incurred by **AT&T CALIFORNIA** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

17.6.1 **AT&T CALIFORNIA** will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 **AT&T CALIFORNIA** will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.

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

17.6.4 **AT&T CALIFORNIA** must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T CALIFORNIA DOES ALL WORK)

18.1 The Collocator may elect to have **AT&T CALIFORNIA** provision the collocation site or the Collocator may elect to hire an **AT&T CALIFORNIA** Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

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

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

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

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T CALIFORNIA** within an Eligible Structure to be used by the Collocator for the sole purpose of

installing, maintaining and operating the Collocator-provided equipment.

18.2.3.1.2 **AT&T CALIFORNIA** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in **AT&T CALIFORNIA** premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, **AT&T CALIFORNIA** shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **AT&T CALIFORNIA** for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

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

18.2.3.1.4 If the Collocator elects to install, or requests that **AT&T CALIFORNIA** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting

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

18.2.3.1.4.3 Common Systems Materials Charge

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

18.2.3.1.4.4 Safety and Security, per square foot

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

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

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request.

Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

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

18.2.3.2.2 **AT&T CALIFORNIA** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Collocator in **AT&T CALIFORNIA** premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

18.2.3.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable

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

18.2.3.2.2.3 Cageless Common Systems Materials Charge

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

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

18.2.3.2.2.4 Safety and Security

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

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

18.3 DC Power Amperage Charge

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

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and **AT&T CALIFORNIA** will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but **AT&T CALIFORNIA** shall only bill Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

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

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated

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

18.3.6 Security Cards

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

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Collocator-provided facility between **AT&T CALIFORNIA** designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

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

18.3.9 **AT&T CALIFORNIA** to Collocation Interconnection Arrangement Options

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

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

18.3.9.1.1.1 This sub-element is an **AT&T CALIFORNIA**-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's equipment bay and **AT&T CALIFORNIA** network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to **AT&T CALIFORNIA** Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's termination point located in an Adjacent Structure and **AT&T CALIFORNIA**'s cross-connect bay exceeds ANSI

limitations or where the Collocator specifically requests regeneration, it will be at the Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

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

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

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

18.3.10 Optical Circuit Arrangement

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

18.3.11 Bits Timing (per circuit) (Optional)

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

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by **AT&T CALIFORNIA** to the Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

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

18.3.14 Pre-visits

18.3.14.1 General Applications

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

18.3.14.1.2 For pre-visits, **AT&T CALIFORNIA** will provide an employee of **AT&T CALIFORNIA** to conduct the pre-visit, unless a different number of **AT&T CALIFORNIA** employees are mutually agreed upon. The Collocator will be billed for the time of the assigned **AT&T CALIFORNIA** employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Collocator will be charged for the time **AT&T CALIFORNIA** employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Collocator will be charged for the time **AT&T CALIFORNIA** employees spend during the construction inspection with the Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Collocator will be charged for the time

AT&T CALIFORNIA employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside **AT&T CALIFORNIA** Eligible Structure, **AT&T CALIFORNIA** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Collocator elect to have **AT&T CALIFORNIA** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

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

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside **AT&T CALIFORNIA** Eligible Structure and Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, **AT&T CALIFORNIA** will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T CALIFORNIA**'s Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and **AT&T CALIFORNIA** on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

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

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

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

18.3.20 Miscellaneous Charges (Optional)

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

18.3.21 Collocation to Collocation Connection

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

18.3.21.1.1 Fiber Cable (12 Fibers)

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

18.3.21.1.2 Copper Cable (28 DS1s)

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

18.3.21.1.3 Coax Cable (1 DS3)

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

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Physical Collocation space. The Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Collocator is unable to complete the following activities within the designated time frame, the Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

(A) Remove Collocator's equipment bays (relay racks) from the Physical Collocation space, using an **AT&T CALIFORNIA** Approved Tier 1 or Tier 2 Installation/Removal Vendor**.**

(B) Remove Collocator's equipment from the Physical Collocation space, using an **AT&T CALIFORNIA** Approved Tier 1 or Tier 2 Installation/Removal Vendor;

(C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the **AT&T CALIFORNIA** rack level. Collocator must use an **AT&T CALIFORNIA** Approved Tier 1 or Tier 2

Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

(D) Remove Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an **AT&T CALIFORNIA** Approved Tier 1 or Tier 2 Installation/Removal Vendor;

(E) Remove Collocator's miscellaneous items from within the Physical Collocation space, using an **AT&T CALIFORNIA** Approved Tier 1 or Tier 2 Installation/Removal Vendor.

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

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

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Collocator's **AT&T CALIFORNIA** Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the **AT&T CALIFORNIA** confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

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

19.3.1 Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA or an effective interim ICA.

19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the **AT&T CALIFORNIA** turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject

to the dispute resolution provisions herein. The **AT&T CALIFORNIA**'s obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the **AT&T CALIFORNIA** makes available the Physical Collocation Arrangement to the Collocator Assignee.

19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

19.3.4 Collocator Assignee will defend and indemnify the **AT&T CALIFORNIA** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**AT&T CALIFORNIA** equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the **AT&T CALIFORNIA** harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-**AT&T CALIFORNIA** equipment and other items.

19.3.6 **AT&T CALIFORNIA** will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before **AT&T CALIFORNIA** begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the **AT&T CALIFORNIA** shall finish the work to convert the space within thirty (30) calendar days. **AT&T CALIFORNIA** and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.

19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms

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

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

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

19.4 Power Reduction

19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **AT&T CALIFORNIA** power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an **AT&T CALIFORNIA** BDFB or a **AT&T CALIFORNIA** Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **AT&T CALIFORNIA** BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **AT&T CALIFORNIA** Approved Tier 1 Vendor to coordinate fuse changes at the **AT&T CALIFORNIA** BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the **AT&T CALIFORNIA** Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and

above), the **AT&T CALIFORNIA** shall coordinate the fuse changes at the **AT&T CALIFORNIA** Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **AT&T CALIFORNIA**'s BDFB or Power Plant, the **AT&T CALIFORNIA** Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the **AT&T CALIFORNIA** rack level. Collocator must use a **AT&T CALIFORNIA** Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this

Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The **AT&T CALIFORNIA** will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to **AT&T CALIFORNIA** rack level. Collocator must use an **AT&T CALIFORNIA** approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

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

(B) Project Management Fee - Complete Space Discontinuance - Reflects the **AT&T CALIFORNIA**'s labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the **AT&T CALIFORNIA** engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(H) Remove Timing Cable - Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(I) Remove Power Cable - Distribution from the **AT&T CALIFORNIA** BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(J) Remove Power Cable - Distribution from the **AT&T CALIFORNIA** Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.

(M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

(N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

Note 1 *for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting*

forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.

19.7 Rate Element Descriptions for Space Reassignment

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

(B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the **AT&T CALIFORNIA**'s labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.

(C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.

(D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.

(E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.

(F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.

(G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.

(H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.

(I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.

(J) Timing Record Book Update - The charge to update timing records when changes/removals occur.

(K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.

(L) Power Records Update - The charge to update power records when changes/removals occur.

(M) Vendor Engineering - The labor costs for **AT&T CALIFORNIA** Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.

19.8 Rate Element Descriptions for Power Reduction (cable removal)

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

(B) Project Management Fee - Power Reduction (cable removal) - Reflects **AT&T CALIFORNIA**'s labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.

(C) Remove Power Cable - Distribution from **AT&T CALIFORNIA** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.

(D) Remove Power Cable - Distribution from **AT&T CALIFORNIA** Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.

19.9 Rate Element Descriptions for Power Reduction (re-fusing only)

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

(B) Project Management Fee - Power Re-Fusing Only at **AT&T CALIFORNIA** BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects **AT&T CALIFORNIA**'s labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **AT&T CALIFORNIA** BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at **AT&T CALIFORNIA** BDFB.

(C) Project Management Fee - Power Re-Fusing Only at **AT&T CALIFORNIA** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the **AT&T CALIFORNIA**'s labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **AT&T CALIFORNIA** Power Board. This fee is applicable when **AT&T CALIFORNIA** is coordinating the fuse reduction at **AT&T CALIFORNIA** Power Board.

(D) Power Fuse Reductions on **AT&T CALIFORNIA** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for **AT&T CALIFORNIA** to tag cables and update Central Office power records associated with the fuse change on the **AT&T CALIFORNIA** BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.

(E) Power Fuse Reductions on **AT&T CALIFORNIA** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for **AT&T CALIFORNIA** to change the fuse at **AT&T CALIFORNIA** power board, tag cables and update Central Office power records associated with fuse change on **AT&T CALIFORNIA** Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

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

(B) Project Management Fee - Interconnection Termination Reduction - The charge reflects **AT&T CALIFORNIA**'s labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central

Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.

(C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the **AT&T CALIFORNIA** Main Distribution Frame to the Physical Collocation Arrangement.

(D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.

(F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T CALIFORNIA PRICING SCHEDULE (See the Collocation Rate Summary)

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

21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire **AT&T CALIFORNIA** to provision the collocation site per previous Sections.

21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **AT&T CALIFORNIA** Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.

21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **AT&T CALIFORNIA** Main Distribution Frame or its equivalent by **AT&T CALIFORNIA** Approved Tier 1 Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option,

the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Collocator selects this option, **AT&T CALIFORNIA** will install and stencil termination blocks or panels at **AT&T CALIFORNIA** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for this option are found Section 8.2. The Collocator's **AT&T CALIFORNIA** Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from **AT&T CALIFORNIA** and follow **AT&T CALIFORNIA**'s Technical Publication TP 76300 for installation of equipment and facilities.

21.4 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and **AT&T CALIFORNIA**'s Battery Distribution Fuse Bay (BDFB) by using an **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor. When **AT&T CALIFORNIA** designated power termination point is at the Power Plant Primary Distribution, the Collocator's **AT&T CALIFORNIA** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact **AT&T CALIFORNIA** Project Manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to **AT&T CALIFORNIA** Power Plant Primary Distribution, which will be performed by **AT&T CALIFORNIA**. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's **AT&T CALIFORNIA** Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from **AT&T CALIFORNIA** and follow **AT&T CALIFORNIA**'s Technical Publication TP 76300 for installation of equipment and facilities.

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

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

If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which **AT&T CALIFORNIA** shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **AT&T CALIFORNIA** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide **AT&T CALIFORNIA**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **AT&T CALIFORNIA** has received such response and payment. If the Collocator has not provided **AT&T CALIFORNIA** such response and payment by the twelfth (12) calendar day after the date **AT&T CALIFORNIA** notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until **AT&T CALIFORNIA**'s receipt of the confirmatory response in writing from the Collocator with applicable fees.

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

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

Table 1

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

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

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

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

21.5.5 For the following Augments, the Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

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

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

21.5.5.2 The delivery interval for the above Augments is determined by **AT&T CALIFORNIA** taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and

the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

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

Table 2

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

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

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

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

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

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from **AT&T CALIFORNIA**'s receipt of the confirmatory response in writing for an initial

collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for **AT&T CALIFORNIA** Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Collocator constructs its own cage and related equipment, the Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Collocator selects the option to provide and install its power cable by a **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to **AT&T CALIFORNIA** Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but **AT&T CALIFORNIA** Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **AT&T CALIFORNIA** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

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

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an **AT&T CALIFORNIA** Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-

recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

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

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T CALIFORNIA** Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

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

APPENDIX
VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to **AT&T-13STATE**'s Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from **AT&T-13STATE** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any **AT&T-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any **AT&T-13STATE** tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **AT&T-13STATE** to enforce the foregoing (including if **AT&T-13STATE** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **AT&T-13STATE** may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, **AT&T-13STATE** may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

1.3 Upon request from a Collocator, **AT&T-13STATE** will provide one of the following maintenance alternates for its Virtual Collocation offering:

1.3.1 In all of **AT&T-13STATE**'s premises, **AT&T-13STATE** will offer Virtual Collocation wherein **AT&T-13STATE** maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.

1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. **AT&T-13STATE** may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where

Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that **AT&T-13STATE** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17is null and void and all Virtual Collocation will be maintained as described in Section 1 above.

1.4 Virtual Collocation in the Central Office is available for interconnection with **AT&T-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access as well as **AT&T-13STATE** provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with **AT&T-13STATE** provided UNEs.

1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with **AT&T-13STATE**.

1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** within **AT&T-13STATE**'s Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** within **AT&T-13STATE**'s CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for **AT&T-13STATE** CEVs, huts and cabinets).

1.7 Virtual Collocation provides for Interconnection to **AT&T-13STATE** for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with **AT&T-13STATE** provided Lawful UNEs when the Equipment is Provided by the Collocator.

1.8 Virtual Collocation provides for interconnection between **AT&T-13STATE** and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in **AT&T-13STATE** Central Offices and for interconnection with **AT&T-13STATE** provided Lawful UNEs in **AT&T-13STATE** Central Offices and CEVs, huts and cabinets.

1.9 Virtual Collocation is available at **AT&T-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in **AT&T-13STATE** CEVs, huts and cabinets. Upon request, **AT&T-13STATE** will provide a listing of locations of **AT&T-13STATE**'s CEVs, huts or Cabinets.

1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and **AT&T-13STATE**. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:

1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment

conforming to industry safety standards as described in **AT&T-13STATE**'s Technical Publication https://clec.att.com/clec/.

1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to **AT&T-13STATE** under 47.U.S.C. § 251(c)(2) or accessing **AT&T-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(c) (3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to **AT&T-13STATE**'s network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to **AT&T-13STATE**'s Lawful UNEs "for the provision of a telecommunications service."

1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. **AT&T-13STATE** is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

1.10.4 In addition, **AT&T-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the AT&T/Ameritech Merger Conditions. Under the AT&T/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the Collocator premises shall be considered network terminating equipment."

1.10.5 **AT&T-13STATE** does not allow collocation of other Multifunctional Equipment, except that **AT&T-13STATE** will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with **AT&T-13STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **AT&T-13STATE**'s Lawful UNEs for the provision of a telecommunications service. **AT&T-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis,

other multi-functional equipment only if **AT&T-13STATE** and Collocator mutually agree to such collocation.

1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **AT&T-13STATE** will not allow collocation of stand-alone switching equipment or any enhanced services equipment.

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

1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **AT&T-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **AT&T-13STATE** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **AT&T-13STATE** or (2) requested by Collocator and accepted by **AT&T-13STATE** on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). **AT&T-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC AT&T/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

1.10.9 All types of network equipment placed in **AT&T-13STATE** network equipment areas of Eligible Structures by **AT&T-13STATE** or Collocator must meet **AT&T-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **AT&T-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **AT&T-13STATE** and its contractors when engineering and installing equipment.

1.10.10 In the event that **AT&T-13STATE** denied Collocation of Collocator's equipment, citing Safety Standards, **AT&T-13STATE** will provide within five (5) business days of Collocator's written request to **AT&T-13STATE** representative(s), a list of **AT&T-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **AT&T-13STATE** equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

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

1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-13STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.

1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If **AT&T-13STATE** chooses to have its personnel present when the CLEC equipment is installed, then **AT&T-13STATE**'s presence will be at its own expense. However, if **AT&T-13STATE** demonstrates that the CLEC contractor has or would have violated any standard or requirement for

installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by **AT&T-13STATE**.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 **AT&T-13STATE** provides Virtual Collocation for interconnection to **AT&T-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to **AT&T-13STATE**'s Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to **AT&T-13STATE** or (2) access to **AT&T-13STATE**'s Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at **AT&T-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in **AT&T-13STATE** CEVs, huts and cabinets.

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

2. DEFINITIONS

2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.

2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **AT&T-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **AT&T-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.

2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such

facility. The Collocator may provide its own facilities to **AT&T-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **AT&T-13STATE**'s Central Office or Eligible Structure.

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

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

2.4 **Adjacent Structure** - A Collocator-provided structure placed on **AT&T-13STATE** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **AT&T-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **AT&T-13STATE** premises where the adjacent structure will be placed. **AT&T-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator.

2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.

2.6 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-13STATE** or other collocators. **AT&T-13STATE** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and **AT&T-13STATE** is not reached regarding the Custom Work Charge, **AT&T-13STATE** shall complete construction of the Collocator's space pending resolution of the issue by the appropriate Commission and the Collocator may

withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to **AT&T-13STATE** shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to **AT&T-13STATE** that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **AT&T-13STATE** shall file the appropriate interconnection agreement amendment. However, **AT&T-13STATE** shall not delay completion of such work during the agreement approval process. **AT&T-13STATE** shall perform such work based upon provisional rates, subject to true up.

2.7 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.

2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in **AT&T-13STATE** Eligible Structure.

2.9 **Eligible Structure** - Eligible Structure refers to **AT&T-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **AT&T-13STATE** that house its network facilities, and all structures that house **AT&T-13STATE**'s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

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

2.11 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before **AT&T-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **AT&T-13STATE** must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in **AT&T-13STATE**'s response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, **AT&T-13STATE** may reserve space for transport equipment for current year plus two years. Additionally, **AT&T-13STATE** may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of **AT&T-13STATE** or for future use by **AT&T-13STATE** or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. **AT&T-13STATE** may reserve space for Switching, Power, Main Distribution Frame

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

2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.

2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.

2.15 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of **AT&T-13STATE**'s network.

3. PROVISIONING

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

3.2 **AT&T-13STATE** will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to **AT&T-13STATE**'s Lawful UNEs. The Collocator will, at its expense, provide the following:

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

4.1.2 All unique tools and test equipment,

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

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

4.1.5 All training as described in Section 12.4.16.

4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **AT&T-13STATE** property. Suitable replacements are to be immediately provided to **AT&T-13STATE** to restore equipment.

4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **AT&T-13STATE** Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

5.1 **AT&T-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

5.1.1 Placement of Collocator's fiber into the Central Office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, the Collocator can provide forecasted information to **AT&T-13STATE** on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, the Collocator is encouraged to provide **AT&T-13STATE** with a listing of the equipment types that they plan to virtually collocate in **AT&T-13STATE**'s Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that **AT&T-13STATE** personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, **AT&T-13STATE** will begin development of the quotation. **AT&T-13STATE** will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.

6.1.2 In responding to an application request, **AT&T-13STATE** shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.

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

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

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

6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with **AT&T-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.

6.1.6 Once **AT&T-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

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

6.2 Implementation Intervals

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

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

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

Table 2-1

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

6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **AT&T-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.

6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **AT&T-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **AT&T-13STATE** will be installing all or some of the bays. **AT&T-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.

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

6.3 Installation of Virtual Collocation Equipment

6.3.1 **AT&T-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

6.3.2 **AT&T-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply

with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

6.3.4 The Collocator and **AT&T-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **AT&T-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.

6.3.5 **AT&T-13STATE** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

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

6.4.1.1 Major Revisions include:

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

6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by **AT&T-13STATE** to determine whether the revision is major or minor.

6.5 Augments

6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **AT&T-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to

an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

6.5.2 **AT&T-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

7.1 The Collocator will arrange to deliver to **AT&T-13STATE** Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

7.3 **AT&T-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, **AT&T-13STATE** may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to **AT&T-13STATE** Central Offices and **AT&T-13STATE** CEVs, huts and cabinets and are applicable for all repairs performed by **AT&T-13STATE** on the Collocator's facilities and equipment.

8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide **AT&T-13STATE** with the location and identification of the equipment and a detailed description of the trouble.

8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-13STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

9.1 The Collocator will request any and all maintenance by **AT&T-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide **AT&T-13STATE** with the location and identification of the equipment and a detailed description of the maintenance requested.

9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-13STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **AT&T-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

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

12. RATE ELEMENTS (AT&T-13STATE DOES ALL WORK)

12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to **AT&T-13STATE** under section 251(c)(2) and for access to **AT&T-13STATE** provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.

12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.

12.3 Rates and charges specific to Virtual Collocation for interconnection with **AT&T-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to **AT&T-13STATE** provided Lawful UNEs under 251(c)(3) in **AT&T-13STATE**'s Central Offices are set forth on Attachment 2 (Rates and Charges for **AT&T-13STATE** Central Offices). Rates and charges specific to Virtual Collocation for access to **AT&T-13STATE** provided Lawful UNEs in **AT&T-13STATE** CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for **AT&T-13STATE** CEVs, huts and cabinets).

12.4 Rate Elements for **AT&T-13STATE** Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with **AT&T-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to **AT&T-13STATE**'s provided Lawful UNEs to be used in conjunction with Virtual Collocation in **AT&T-13STATE**'s Central Offices.

12.4.1 Planning Fee

12.4.1.1 The Planning Fee recovers **AT&T-13STATE** costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for **AT&T-13STATE** personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **AT&T-13STATE**'s Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **AT&T-13STATE** expressed as a monthly rate. **AT&T-13STATE**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **AT&T-13STATE** and the Collocator or among Collocators, the floor

space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

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

12.4.5 Real Estate

12.4.5.1 These rate elements provide for **AT&T-13STATE** to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **AT&T-13STATE** to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits **AT&T-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for **AT&T-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-10 AMP feeds, 2-20 AMP feeds, 2-30 AMP feeds, 2-40 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, **AT&T-13STATE** will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

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

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between **AT&T-13STATE**'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

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

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **AT&T-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

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

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

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

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

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

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

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

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between **AT&T-13STATE**'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 **AT&T-13STATE** provided single signal from **AT&T-13STATE**'s timing source to provide synchronization between a Collocator's single network element and **AT&T-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.

12.4.16 Training

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

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

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

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

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

12.4.16.3.3 arrange and pay all costs associated with **AT&T-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **AT&T-13STATE** employee training.

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

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

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

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

12.4.17.2 Repair of Equipment

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

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon

a 1/4 hour basis and are dependent upon day of week and time of day.

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

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber Pair)

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

12.4.18.2 Copper Cable (28 DS1s)

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

12.4.18.3 Coax Cable (1 DS3)

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

12.4.18.4 Cable Racking and Hole

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

12.4.18.5 Route Design

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

12.4.19 Equipment Evaluation Cost

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

12.4.20 Test and Acceptance

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

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

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

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

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

12.5.2 Entrance Conduit

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

12.5.3 DC Power Amperage Charge

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

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The

charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

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

12.5.6 Maxi-Hut

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

12.5.7 Mini-Hut

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

12.5.8 Large Cabinet

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

12.5.9 Medium Cabinet

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

12.5.10 Small Cabinet

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

12.5.11 Project Coordination Fee

12.5.11.1 The project coordination fee provides for **AT&T-13STATE** personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

13.2 For purposes of virtually collocating equipment, **AT&T-13STATE** shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to **AT&T-13STATE** and other Collocators.

13.3 After Collocator has been provided with written notification by **AT&T-13STATE** that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, **AT&T-13STATE** shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, **AT&T-13STATE** shall not prevent the Collocator from entering the Eligible Structure. If **AT&T-13STATE** does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, **AT&T-13STATE** shall deliver the requested documents to Collocator immediately upon locating same.

13.4 **AT&T-13STATE** will provide a security escort with the Collocator paying the expense for the escort. **AT&T-13STATE** will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that **AT&T-13STATE** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by **AT&T-13STATE** as described in Section 1.3 of this Appendix.

13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide **AT&T-13STATE** with reasonable notice of the entry. Notice will be provided to **AT&T-13STATE**'s Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to **AT&T-13STATE**'s Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.

13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **AT&T-13STATE** security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of **AT&T-13STATE** or other Collocators in jeopardy.

13.7 **AT&T-13STATE** may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

13.8 **AT&T-13STATE** shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **AT&T-13STATE**'s equipment suppliers with equivalent access.

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

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of **AT&T-13STATE** Indemnification is governed by the General Terms and Conditions of this Agreement.

14.2 Insurance - Except as otherwise provided herein, Insurance will be governed by the General Terms and Conditions of this Agreement.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

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

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

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

16.1.1 This security escort charge consists of the charges for **AT&T-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel

time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for **AT&T-13STATE**'s CEV, Hut, and Cabinets

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

16.3 Application of Rates and Charges

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

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

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

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and **AT&T-13STATE** Main Distribution Frame (MDF) or its equivalent by **AT&T-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, **AT&T-13STATE**

will install and stencil termination blocks or panels at **AT&T-13STATE** Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's **AT&T-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **AT&T-13STATE** Approved Vendor must obtain an approved Method Procedure (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

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

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

17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's **AT&T-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **AT&T-13STATE** and follow **AT&T-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

17.3.1 Implementation Intervals when CLEC hires **AT&T-13STATE** Approved Vendor Installs Interconnection and Power Cabling.

17.3.1.1 **AT&T-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **AT&T-13STATE**. **AT&T-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **AT&T-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **AT&T-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day

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

17.3.1.2 The delivery interval relates to the period in which **AT&T-13STATE** shall construct and turnover to the Collocator's **AT&T-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **AT&T-13STATE** receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide **AT&T-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **AT&T-13STATE** has received such response and payment. If the Collocator has not provided **AT&T-13STATE** such response and payment by the twelfth (12th) calendar day after the date **AT&T-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until **AT&T-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by **AT&T-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to the Collocator by **AT&T-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 1

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

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

17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **AT&T-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.

17.3.2 Payment

17.3.2.1 The second fifty percent (50%) payment must be received by **AT&T-13STATE** prior to the space being turned over to the Collocator's **AT&T-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **AT&T-13STATE** Approved Vendor by **AT&T-13STATE**.

17.3.3 Cable Augments

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

17.3.3.1.1 168 DS1 connections and/or

17.3.3.1.2 48 DS3 connections and/or

17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or

17.3.3.1.4 12 fiber pair connections

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

17.3.3.3 The cabling Augment interval is determined by **AT&T-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **AT&T-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **AT&T-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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

17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **AT&T-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in

a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

17.3.4 All Other Augments

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

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **AT&T-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for **AT&T-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

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

17.4.2 DS0 Voice Grade Cable Arrangement

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

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

17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **AT&T-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will

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

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

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

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

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

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

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

17.4.7 Fiber Interconnection Cable Arrangement

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

17.4.8 Collocation to Collocation Connection

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

17.4.8.1.1 Fiber Cable (12 Fiber Pair)

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

17.4.8.2.1 Copper Cable

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

17.4.8.3.1 Coax Cable

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

17.4.8.4.1 Cable Racking and Hole

17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

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

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	HVAC	Per 10 Amps	**S8GCS**	$14.62	
31	Per Amp	Per Amp	**S8GCR**	$10.61	
32	**FIBER CABLE PLACEMENT**				
33	**Central Office:**				
34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
35	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
36	**MISCELLANEOUS & OPTIONAL COST:**				
37	**MISCELLANEOUS COSTS**				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
39	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
40	Space Availability Report	Per Premise	**NRFCQ**		$168.04
41	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
42	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
43	**CAGE COMMON COSTS**				
44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
45	**INTERCONNECTION COSTS:**				
46	**ILEC TO CLEC CONNECTION**				
47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$0.00	$156.02
48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$0.00	$156.02
49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$0.00	$3,105.79
50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$0.00	$486.89
51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$0.00	$1,809.40
52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$0.00	$116.67
53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
54	**CLEC TO CLEC CONNECTION**				
55	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
56	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
57	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
58	Route Design		**NRFCX**		$424.88
59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
60	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
61	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
62	**TIME SENSITIVE ACTIVITIES**				
63	**PRE-VISITS**				
64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
65	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
66	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
67	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
68	**CONSTRUCTION VISITS**				
69	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
71					
72	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
73	**REAL ESTATE**				
74	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
75	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
77	**COMMON SYSTEMS**				
78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
79	**PLANNING**				
80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
81	Planning	Per Request	**NRFCD**		$5,244.43
82	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
83	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
84	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
85	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
86	**POWER PROVISIONING**				
87	**Power Panel:**				
88	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
89	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
90	**Power Cable and Infrastructure:**				
91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
94	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
97	**Equipment Grounding:**				
98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
99	**DC POWER AMPERAGE CHARGE**				
100	HVAC	Per 10 Amps	**S8GCS**	$14.62	
101	Per Amp	Per Amp	**S8GCR**	$10.61	
102	**FIBER CABLE PLACEMENT**				
103	**Central Office:**				
104	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
105	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
106	**MISCELLANEOUS & OPTIONAL COST:**				
107	**MISCELLANEOUS COSTS**				
108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
109	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
110	Space Availability Report	Per Premise	**NRFCQ**		$168.04
111	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
112	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
113	**CAGE COMMON COSTS**				
114	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
115	**INTERCONNECTION COSTS:**				
116	**ILEC TO CLEC CONNECTION**				
117	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$0.00	$1,027.16
118	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$0.00	$1,027.16
119	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$0.00	$3,613.06
120	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$0.00	$1,346.48
121	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$0.00	$2,181.58
122	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$0.00	$603.89
123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
124	**CLEC TO CLEC CONNECTION**				
125	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
126	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
127	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
128	Route Design		**NRFCX**		$424.88
129	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
130	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
131	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
132	**TIME SENSITIVE ACTIVITIES**				
133	**PRE-VISITS**				
134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
135	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
136	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
137	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
138	**CONSTRUCTION VISITS**				
139	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
141					
142	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
143	**REAL ESTATE**				
144	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
145	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
146	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	
147	**COMMON SYSTEMS**				
148	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
149	**PLANNING**				
150	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
151	Planning	Per Request	**NRFCJ**		$4,601.93
152	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
153	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
154	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
155	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
156	**POWER PROVISIONING**				
157	**Power Panel:**				
158	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
159	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
160	**Power Cable and Infrastructure:**				
161	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
168	**Equipment Grounding:**				
169	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
170	**DC POWER AMPERAGE CHARGE**				
171	HVAC	Per 10 Amps	**S8GCS**	$14.62	
172	Per Amp	Per Amp	**S8GCR**	$10.61	
173	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
174	**FIBER CABLE PLACEMENT**				
175	**Central Office:**				
176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
177	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
178	**CEV, HUT & Cabinets:**				
179	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
180	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
181	**MISCELLANEOUS & OPTIONAL COST:**				
182	**MISCELLANEOUS COSTS**				
183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
184	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
185	Space Availability Report	Per Premise	**NRFCQ**		$168.04
186	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
187	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
188	**CAGELESS / POT BAY OPTIONS**				
189	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
190	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
191	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
192	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
193	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
194	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
196	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
197	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
198	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
199	**CEV, HUT, CABINET**				
200	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
201	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
202	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
203	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
204	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
205	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
206	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
207	**INTERCONNECTION COSTS:**				
208	**ILEC TO CLEC CONNECTION**				
209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$0.00	$156.02
210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$0.00	$156.02
211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$0.00	$3,105.79
212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$0.00	$486.89
213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$0.00	$1,809.40
214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$0.00	$116.67
215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
216	**CLEC TO CLEC CONNECTION**				
217	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
218	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
219	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
220	Route Design		**NRFCX**		$424.88
221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
222	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
223	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00
224	**PROJECT MANAGEMENT**				
225	**CEV, HUT & CABINET**				
226	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
227	**TIME SENSITIVE ACTIVITIES**				
228	**PRE-VISITS**				
229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
230	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
231	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
232	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
233	**CONSTRUCTION VISITS**				
234	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
236					

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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
237	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
238	**REAL ESTATE**				
239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	
242	**COMMON SYSTEMS**				
243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
244	**PLANNING**				
245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
246	Planning	Per Request	**NRFCJ**		$4,601.93
247	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
248	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
249	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
250	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
251	**POWER PROVISIONING**				
252	**Power Panel:**				
253	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
254	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
255	**Power Cable and Infrastructure:**				
256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
262	**Equipment Grounding:**				
263	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
264	**DC POWER AMPERAGE CHARGE**				
265	HVAC	Per 10 Amps	**S8GCS**	$14.62	
266	Per Amp	Per Amp	**S8GCR**	$10.61	
267	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
268	**FIBER CABLE PLACEMENT**				
269	**Central Office:**				
270	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
272	**CEV, HUT & Cabinets:**				
273	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
274	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
275	**MISCELLANEOUS & OPTIONAL COST:**				
276	**MISCELLANEOUS COSTS**				
277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
278	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
279	Space Availability Report	Per Premise	**NRFCQ**		$168.04
280	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
281	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
282	**CAGELESS / POT BAY OPTIONS**				
283	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
284	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
285	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
286	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
287	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
288	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
289	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
290	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
291	**CEV, HUT, CABINET**				
292	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
293	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
294	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
295	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
296	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
297	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
298	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
299	**INTERCONNECTION COSTS:**				
300	**ILEC TO CLEC CONNECTION**				
301	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$0.00	$1,027.16
302	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$0.00	$1,027.16
303	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$0.00	$3,613.06
304	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$0.00	$1,346.48
305	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$0.00	$2,181.58
306	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$0.00	$603.89
307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
308	**CLEC TO CLEC CONNECTION**				
309	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
310	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
311	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
312	Route Design		**NRFCX**		$424.88
313	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
314	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
315	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
316	**PROJECT MANAGEMENT**				
317	**CEV, HUT & CABINET**				
318	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
319	**TIME SENSITIVE ACTIVITIES**				
320	**PRE-VISITS**				
321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
322	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
323	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
324	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
325	**CONSTRUCTION VISITS**				
326	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
328					
329	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
330	**REAL ESTATE**				
331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
333	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
334	**COMMON SYSTEMS**				
335	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
336	**PLANNING**				
337	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
338	Planning	Per Request	**NRFCJ**		$4,601.93
339	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
340	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
341	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
342	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
343	**POWER PROVISIONING**				
344	**Power Panel:**				
345	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
346	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
347	**Power Cable and Infrastructure:**				
348	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
355	**Equipment Grounding:**				
356	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
357	**DC POWER AMPERAGE CHARGE**				
358	HVAC	Per 10 Amps	**S8GCS**	$14.62	
359	Per Amp	Per Amp	**S8GCR**	$10.61	
360	**FIBER CABLE PLACEMENT**				
361	**Central Office:**				
362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
363	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
364	**MISCELLANEOUS & OPTIONAL COST:**				
365	**MISCELLANEOUS COSTS**				
366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
367	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
368	Space Availability Report	Per Premise	**NRFCQ**		$168.04
369	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
370	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
371	**CAGE COMMON COSTS**				
372	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
373	**INTERCONNECTION COSTS:**				
374	**ILEC TO CLEC CONNECTION**				
375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$0.00	$156.02
376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$0.00	$156.02
377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$0.00	$3,105.79
378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$0.00	$486.89
379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$0.00	$1,809.40
380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$0.00	$116.67
381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
382					
383	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
384	**REAL ESTATE**				
385	Site Conditioning	Per Bay	**S8GCL**		$92.81
386	Safety & Security	Per Frame	**S8GCN**		$195.57
387	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
388	**COMMON SYSTEMS**				
389	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
390	**PLANNING**				
391	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
392	Planning	Per Request	**NRFCJ**		$4,601.93
393	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
394	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
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Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
395	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
396	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
397	**POWER PROVISIONING**				
398	**Power Panel:**				
399	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
400	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
401	**Power Cable and Infrastructure:**				
402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
405	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
408	**Equipment Grounding:**				
409	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
410	**DC POWER AMPERAGE CHARGE**				
411	HVAC	Per 10 Amps	**S8GCS**	$14.62	
412	Per Amp	Per Amp	**S8GCR**	$10.61	
413	**FIBER CABLE PLACEMENT**				
414	**Central Office:**				
415	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
416	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
417	**MISCELLANEOUS & OPTIONAL COST:**				
418	**MISCELLANEOUS COSTS**				
419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
420	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
421	Space Availability Report	Per Premise	**NRFCQ**		$168.04
422	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
423	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
424	**CAGE COMMON COSTS**				
425	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
426	**INTERCONNECTION COSTS:**				
427	**ILEC TO CLEC CONNECTION**				
428	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$0.00	$1,027.16
429	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$0.00	$1,027.16
430	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$0.00	$3,613.06
431	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$0.00	$1,346.48
432	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$0.00	$2,181.58
433	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$0.00	$603.89
434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
435					
436	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
437	**REAL ESTATE**				
438	Site Conditioning	Per Frame	**S8FX5**		$92.81
439	Safety & Security	Per Frame	**S8FX6**		$195.57
440	Floor Space Usage	Per Frame	**S8F62**	$28.91	
441	**COMMON SYSTEMS**				
442	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
443	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
444	**PLANNING**				
445	Planning	Per Request	**NRM99**		$5,555.76
446	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
447	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
448	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
449	**POWER PROVISIONING**				
450	**Power Cable and Infrastructure:**				
451	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
457	**Equipment Grounding:**				
458	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
459	**DC POWER AMPERAGE CHARGE**				
460	HVAC	Per 10 Amps	**S8FXO**	$14.62	
461	Per Amp	Per Amp	**S8FXN**	$10.61	
462	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
463	**FIBER CABLE PLACEMENT**				
464	**Central Office:**				
465	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
466	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
467	**CEV, HUT & Cabinets:**				
468	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
469	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
470	**MISCELLANEOUS & OPTIONAL COST:**				
471	**MISCELLANEOUS COSTS**				
472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
473	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
474	**VIRTUAL FRAME OPTIONS**				
475	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
476	**CEV, HUT, CABINET**				
477	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
478	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
479	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
480	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
481	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
482	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
483	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
484	**INTERCONNECTION COSTS:**				
485	**ILEC TO CLEC CONNECTION**				
486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$0.00	$225.02
487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$0.00	$225.02
488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$0.00	$3,496.22
489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$0.00	$651.13
490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$0.00	$2,186.12
491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$0.00	$204.42
492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
493	**VIRTUAL TO VIRTUAL CONNECTION**				
494	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
495	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
496	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
497	Route Design		**NRLWF**		$463.36
498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
499	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
500	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
501	**PROJECT MANAGEMENT**				
502	**CEV, HUT & CABINET**				
503	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
504	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
505	**CENTRAL OFFICE TYPE**				
506	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
512	**CEV, HUT & CABINET**				
513	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
514	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
515	**ADDITIONAL LABOR ELEMENTS**				
516	**TRAINING**				
517	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
518	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
519	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
520	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
521	**EQUIPMENT EVALUATION COST**				
522	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
523	**TEST AND ACCEPTANCE**				
524	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
525					
526	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
527	**REAL ESTATE**				
528	Site Conditioning	Per Frame	**S8FX5**		$92.81
529	Safety & Security	Per Frame	**S8FX6**		$195.57
530	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
531	**COMMON SYSTEMS**				
532	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
533	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
534	**PLANNING**				
535	Planning	Per Request	**NRM99**		$5,555.76
536	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
537	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
538	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
539	**POWER PROVISIONING**				
540	**Power Cable and Infrastructure:**				
541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
544	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
546	**Equipment Grounding:**				
547	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
548	**DC POWER AMPERAGE CHARGE**				
549	HVAC	Per 10 Amps	**S8FXO**	$14.62	
550	Per Amp	Per Amp	**S8FXN**	$10.61	
551	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
552	**FIBER CABLE PLACEMENT**				
553	**Central Office:**				
554	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
555	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
556	**CEV, HUT & Cabinets:**				
557	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
558	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
559	**MISCELLANEOUS & OPTIONAL COST:**				
560	**MISCELLANEOUS COSTS**				
561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
562	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
563	**VIRTUAL FRAME OPTIONS**				
564	Standard Equipment Bay	Each	**S8FX2**	$22.19	
565	**CEV, HUT, CABINET**				
566	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
567	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
568	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
569	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
570	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
571	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
572	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
573	**INTERCONNECTION COSTS:**				
574	**ILEC TO CLEC CONNECTION**				
575	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$0.00	$1,481.37
576	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$0.00	$1,481.37
577	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$0.00	$4,067.27
578	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$0.00	$1,800.69
579	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$0.00	$2,635.79
580	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$0.00	$1,058.10
581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
582	**VIRTUAL TO VIRTUAL CONNECTION**				
583	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
584	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
585	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
586	Route Design		**NRML9**		$463.36
587	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
588	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
589	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
590	**PROJECT MANAGEMENT**				
591	**CEV, HUT & CABINET**				
592	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
593	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
594	**CENTRAL OFFICE TYPE**				
595	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
601	**CEV, HUT & CABINET**				
602	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
603	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
604	**ADDITIONAL LABOR ELEMENTS**				
605	**TRAINING**				
606	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
607	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
608	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
609	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47
610	**EQUIPMENT EVALUATION COST**				
611	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
612	**TEST AND ACCEPTANCE**				
613	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
614					
615	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON SITE**				
616	**PLANNING**				
617	Planning - Initial	Per Request	**NRFA1**		$9,268.73
618	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
619	**REAL ESTATE**				
620	Land Rental	Per Square Foot	**S8GEN**	$0.44	
621	**POWER PROVISIONING**				
622	**Power Cable and Infrastructure:**				
623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	**NONE**		
624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	**NONE**		
625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	**NONE**		
626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	**NONE**		
627	**AC Service:**				
628	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
629	AC Usage	Per KWH	**S8GEO**	$0.05	
630	**DC POWER AMPERAGE CHARGE**				
631	Per Amp	Per Amp	**S8GCR**	$10.61	

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
632	**FIBER CABLE PLACEMENT**				
633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8GF4**	$2.13	$488.48
634	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
635	**CABLE RACK**				
636	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
637	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
638	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
639	**CONDUIT PLACEMENT**				
640	DC Power Cable Rack	Per Rack	**S8GES**		$7,386.71
641	Fiber Cable Rack	Per Rack	**S8GET**		$4,711.89
642	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GEU**		$5,545.50
643	**INTERCONNECTION COSTS:**				
644	**ILEC TO CLEC CONNECTION**				
645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3G**	$0.00	$156.02
646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWW**	$0.00	$156.02
647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2L**	$0.00	$3,105.79
648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2R**	$0.00	$486.89
649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F23**	$0.00	$1,809.40
650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F27**	$0.00	$116.67
651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F3N**	$3.76	$495.49
652					
653	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON SITE**				
654	**PLANNING**				
655	Planning - Initial	Per Request	**NRFA1**		$9,268.73
656	Planning - Subsequent	Per Request	**NRFA2**		$1,606.77
657	**REAL ESTATE**				
658	Land Rental	Per Square Foot	**S8GEN**	$0.44	
659	**POWER PROVISIONING**				
660	**Power Cable and Infrastructure:**				
661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC4**	$13.84	$7,853.86
662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	**S8GC5**	$13.84	$14,584.00
663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	**S8GC6**	$13.84	$20,338.00
664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	**S8GC7**	$13.84	$28,143.00
665	**AC Service:**				
666	Extension of 100 Amp AC Service (Opt.)	Per Request	**NRFCW**		$6,447.00
667	AC Usage	Per KWH	**S8GEO**	$0.05	
668	**DC POWER AMPERAGE CHARGE**				
669	Per Amp	Per Amp	**S8GCR**	$10.61	
670	**FIBER CABLE PLACEMENT**				
671	Fiber Installation	Per Fiber Cable Sheath	**S8GDF**	$2.13	$976.96
672	Entrance Fiber Racking	Per Rack/Conduit Duct	**S8GDG**	$1.55	
673	**CABLE RACK**				
674	DC Power Cable Rack	Per Rack	**S8GEP**	$13.64	$2,667.22
675	Fiber Cable Rack	Per Rack	**S8GEQ**	$20.63	
676	Interconnection Arrangement (Copper) Racking	Per Rack	**S8GER**	$30.63	
677	**CONDUIT PLACEMENT**				
678	DC Power Cable Rack	Per 2-Duct	**S8GES**		$7,386.71
679	Fiber Cable Rack	Per 1-Duct	**S8GET**		$4,711.89
680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	**S8GEU**		$5,545.50
681	**INTERCONNECTION COSTS:**				
682	**ILEC TO CLEC CONNECTION**				
683	Voice Grade Arrangement	100 Copper Pairs	**S8GEA**	$0.00	$1,371.93
684	Voice Grade Arrangement	100 Shielded Pairs	**S8GEB**	$0.00	$1,371.93
685	DS1 Arrangement - DCS	28 DS1	**S8GDN**	$0.00	$2,341.45
686	DS1 Arrangement - DSX	28 DS1	**S8GDS**	$0.00	$2,341.45
687	DS3 Arrangement - DCS	1 DS3	**S8GDY**	$0.00	$598.33
688	DS3 Arrangement - DSX	1 DS3	**S8GD3**	$0.00	$598.33
689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	**S8GEG**	$8.25	$3,751.22
690					
691	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
692	**PLANNING**				
693	Planning	Per Request	**NRFA3**		$1,254.32
694	**CONDUIT**				
695	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
696	**INTERCONNECTION COSTS:**				
697	**ILEC TO CLEC CONNECTION**				
698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF5**	$0.00	
699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	**S8GF6**	$0.00	
700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	**S8GF7**	$0.00	
701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF8**	$0.00	
702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	**S8GF9**	$9.02	
703					

PACIFIC BELL TELEPHONE COMPANY d/b/a ATT CALIFORNIA
Collocation Rate Summary
April 24, 2007

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
704	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE**				
705	**PLANNING**				
706	Planning	Per Request	**NRFA3**		$1,254.32
707	**CONDUIT**				
708	Conduit Space	Per Innerduct	**S8GEW**	$1.17	
709	**INTERCONNECTION COSTS:**				
710	**ILEC TO CLEC CONNECTION**				
711	Voice Grade/DS0 Arrangement	900 DS0	**S8GEC**	$0.00	$485.31
712	DS1 Arrangement - DCS	28 DS1	**S8GDO**	$0.00	$1,830.99
713	DS1 Arrangement - DSX	28 DS1	**S8GDT**	$0.00	$1,830.99
714	DS1 Arrangement - MDF	450 DS1	**S8GDU**	$0.00	$485.31
715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEH**	$9.02	$3,370.20
716					
717	**RATES AND CHARGES FOR**				
718	**COMPLETE SPACE DISCONTINUANCE**				
719	Application Fee	Per Request	**NRFX1**		$503.95
720	Project Management Fee – Complete Space Discontinuance	Per Request	**NRFX2**		$2,883.10
721	Remove Fiber Jumpers	Per linear foot	**NRFX3**		$18.79
722	Remove Fiber Cables	Per linear foot	**NRFX4**		$14.43
723	Remove VF/DS0 Cable	Per linear foot	**NRFX5**		$2.60
724	Remove DS1 Cable	Per linear foot	**NRFX6**		$4.89
725	Remove DS3 Cable (Coax)	Per linear foot	**NRFX7**		$3.57
726	Remove Timing Cable	Per Request	**NRFX8**		$9.64
727	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFX9**		$24.76
728	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFXA**		$22.73
729	Remove Cage Grounding Material	Each grounding lead & ground bar	**NRFXB**		$1,462.85
730	Remove Fiber Entrance Cable	Per cable removal job	**NRFXC**		$1,664.00
731	Infrastructure Maps & Records	Per cable removal job	**NRFXD**		$104.00
732	Engineering Work Order	Per cable removal job	**NRFXE**		$104.00
733	Work Group Information Distribution	Per cable removal job	**NRFXF**		$104.00
734	Restore Floor Tile – per Standard Bay	Per Standard Bay	**NRFXG**		$71.79
735	Floor Restoration Contractor Trip Charge	Per trip	**NRFXH**		$144.63
736	Restore Floor Tile	Per Non-Standard Bay	**NRFXJ**		$81.53
737					
738	**RATES AND CHARGES FOR**				
739	**SPACE REASSIGNMENT/RESTENCILING**				
740	Application Fee	Per Request	**NRFXK**		$503.95
741	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
742	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
743	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
744	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
745	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
746	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
747	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
748	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
749	Timing Record Book Update	Per element	**NRFXT**		$45.98
750	Interconnection Records Update	Per element	**NRFXU**		$296.61
751	Power Records Update	Per element	**NRFXV**		$355.94
752	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
753					
754	**RATES AND CHARGES FOR**				
755	**POWER REDUCTION (CABLE REMOVAL)**				
756	Application Fee	Per Request	**NRFXX**		$503.95
757	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
758	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
759	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
760					
761	**RATES AND CHARGES FOR**				
762	**POWER REDUCTION (REFUSING ONLY)**				
763	Application Fee	Per Request	**NRFY2**		$503.95
764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
767	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
768	Power Records Update	Per element	**NRFY7**		$355.94
769	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
771	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
772	Power Records Update	Per element	**NRFYB**		$355.94
773	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
774					
775	**RATES AND CHARGES FOR**				
776	**INTERCONNECTION TERMINATION REDUCTION**				
777	Application Fee	Per Request	**NRFYD**		$503.95
778	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
779	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
780	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
781	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
782	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
783	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79

SCHEDULE 27.1
APPENDIX: RECORDING
(Recording, Message Processing and Provision Of Interexchange Carrier Transported Message Detail Attachment)

27.1.1 Introduction

27.1.1.1 This Appendix sets forth the terms and conditions under which AT&T CALIFORNIA will provide recording, message processing and message detail services as described in **Exhibit I** of this Appendix and the Data Exchange Appendix of this agreement.

27.1.2 Definitions

27.1.2.1 **"Access Usage Record (AUR)"** - a message record which contains the usage measurement reflecting the service feature group, CIC code, from and to numbers and duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

27.1.2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

27.1.2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

27.1.2.4 "**Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

27.1.2.5 **"Centralized Message Distribution System (CMDS)"** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between AT&T CALIFORNIA and the Billing Company.

27.1.2.6 "**Data Transmission**" - the forwarding by AT&T CALIFORNIA of IXC transported toll message detail and/or access usage record detail in EMI format over data lines or on magnetic tapes to the appropriate Billing Company.

27.1.2.7 **"Exchange Message Interface (EMI)"** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

27.1.2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related

recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

27.1.2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

27.1.2.10 "**Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.

27.1.2.11 "**Message Processing" -** the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

27.1.2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

27.1.2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T CALIFORNIA internal network or national CMDS.

27.1.2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

27.1.2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

27.1.2.16 **"Service Switching Point (SSP)"** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

27.1.2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

27.1.2.18 **"Switching Control Point (SCP)"** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing,

out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

27.1.2.19 **"800 SCP Carrier Access Usage Summary Record (SCP Record)"** - a summary record which contains information concerning the quantity and types of queries launched to a AT&T CALIFORNIA SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Exhibit II pertaining to the production and forwarding of AUR data.

27.1.2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

27.1.3 Responsibilities Of The Parties

27.1.3.1 AT&T CALIFORNIA will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T CALIFORNIA provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T CALIFORNIA-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T CALIFORNIA.

27.1.3.2 AT&T CALIFORNIA will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages. .

27.1.3.3 AT&T CALIFORNIA will provide access usage records that are generated by AT&T CALIFORNIA.

27.1.3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T CALIFORNIA, during the billing period established by AT&T CALIFORNIA and selected by CLEC.

27.1.3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T CALIFORNIA and provided to CLEC.

27.1.3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

27.1.3.7 AT&T CALIFORNIA will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

27.1.3.8 CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided via the IS call center's Flat File Request Form. AT&T CALIFORNIA reserves the right to limit the frequency of transmission to existing AT&T CALIFORNIA processing and work schedules, holidays, etc.

27.1.3.9 AT&T CALIFORNIA will determine the number data files required to provide the access usage record detail to CLEC.

27.1.3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T CALIFORNIA will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T CALIFORNIA.

27.1.3.11 When AT&T CALIFORNIA receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T CALIFORNIA will forward those messages to CLEC.

27.1.3.12 AT&T CALIFORNIA will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

27.1.4 Basis Of Compensation

27.1.4.1 The Parties agree that the provision of records by SBC-AT&T California/CLEC shall be at no charge to either party and shall otherwise be conducted according to the guidelines and specifications contained in the most current Multiple Exchange Carrier Access Billing (MECAB) document published as effective by OBF.

27.1.5 Liability

27.1.5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.

27.1.5.2 When AT&T CALIFORNIA is notified that, due to error or omission, incomplete data has been provided to CLEC, AT&T CALIFORNIA will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to CLEC. If written notification is not received within sixty (60) calendar days, AT&T CALIFORNIA shall have no further obligation to recover the data and shall have no further liability to CLEC.

27.1.5.3 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of AT&T CALIFORNIA having lost or damaged tapes or incurred

system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AT&T CALIFORNIA will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, AT&T CALIFORNIA' liability to CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.

27.1.5.4 AT&T CALIFORNIA will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AT&T CALIFORNIA.

27.1.5.5 AT&T CALIFORNIA makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T CALIFORNIA assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to CLEC.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #5: CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #12: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #13: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #14: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

Option #15: Recording Company provides tandem function for CLEC. CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING

Option #16: The Recording Company will forward all IXC transported message detail records or access usage records to CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through AT&T CALIFORNIA's internal network or using the CMDS network.

Form SW-1773-I

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.						
NETWORK ELEMENTS						**NRC**
NETWORK INTERFACE DEVICE (NID)		**NETWORK INTERFACE DEVICE (NID)**			**NRC Initial**	**Additional**
NID Interface		NID to NID Crossonnect	/2/	NRO	@	@
NID Premise Visit		NID to NID Crossonnect	/2/	NRO	@	@
LOOPS		**LINKS**				
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2-Wire	/2/	$ 9.48	@	@
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2-Wire	/2/	$ 12.79	@	@
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2-Wire	/2/	$ 26.43	@	@
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2-Wire	/2/	$ 11.73	@	@
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	$ 20.15	@	@
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	$ 24.38	@	@
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	$ 36.41	@	@
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	$ 22.41	@	@
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	$ 3.06	@	@
2-Wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2-Wire + ISDN Option	/2/	$ 9.98	@	@
2-Wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2-Wire + ISDN Option	/2/	$ 13.34	@	@
2-Wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2-Wire + ISDN Option	/2/	$ 27.01	@	@
2-Wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2-Wire + ISDN Option	/2/	$ 12.25	@	@
DS1 Loop Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 48.67	@	@
DS1 Loop Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 63.19	@	@
DS1 Loop Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 102.76	@	@
DS1 Loop Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 56.57	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.59	@	@
ISDN Option (in addition to regular 2-Wire loop charges) Zone 1	See 2-Wire digital	ISDN Loop Option	/2/	$ 0.50	@	@
ISDN Option (in addition to regular 2-Wire loop charges) Zone 2	See 2-Wire digital	ISDN Loop Option	/2/	$ 0.54	@	@
ISDN Option (in addition to regular 2-Wire loop charges) Zone 3	See 2-Wire digital	ISDN Loop Option	/2/	$ 0.58	@	@
ISDN Option (in addition to regular 2-Wire loop charges) Statewide /1/	See 2-Wire digital	ISDN Loop Option	/2/	$ 0.52	@	@
DS3 Loop						
Zone 1	U4D3X		/2/	$ 474.73	@	@
Zone 2	U4D3X		/2/	$ 702.79	@	@
Zone 3	U4D3X		/2/	$ 1,388.30	@	@
Statewide	U4D3X		/2/	$ 563.73	@	@
IDSL Capable Loop Option						
Zone 1		Basic - 2 Wire + ISDN Option	/2/	$ 9.98	@	@
Zone 2		Basic - 2 Wire + ISDN Option	/2/	$ 13.34	@	@
Zone 3		Basic - 2 Wire + ISDN Option	/2/	$ 27.01	@	@
Statewide		Basic - 2 Wire + ISDN Option	/2/	$ 12.25	@	@
DSL Capable Loops:						
2-Wire xDSL Loop						
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	N/A	/2/	$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	N/A	/2/	$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	N/A	/2/	$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	N/A	/2/	$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	N/A	/2/	$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	N/A	/2/	$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	N/A	/2/	$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	N/A	/2/	$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	N/A	/2/	$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	N/A	/2/	$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	N/A	/2/	$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	N/A	/2/	$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	N/A	/2/	$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	N/A	/2/	$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	N/A	/2/	$ 26.43	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	N/A	/2/	$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	N/A	/2/	$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	N/A	/2/	$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	N/A	/2/	$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	N/A	/2/	$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	N/A	/2/	$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	N/A	/2/	$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	N/A	/2/	$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	N/A	/2/	$ 11.73	@	@
4-Wire xDSL Loop						
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	N/A	/2/	$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	N/A	/2/	$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	N/A	/2/	$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	N/A	/2/	$ 22.41	@	@
LST						
LST performed on CODSLAM Loop	URCLD	N/A		N/A	$ 203.04	N/A
LST performed on Sub Loop	URCLB	N/A		N/A	$ 176.71	N/A
Loop Qualification Process						
Loop Qualification Process - Mechanized	NR98U	N/A		N/A	$0.00	N/A
Loop Qualification Process - Manual	NRBXU	N/A		N/A	TBD	N/A

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
DSL Conditioning Options						
Removal of Repeaters	NRBXV	N/A		N/A	$ 246.30	$ 21.17
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	N/A		N/A	$ 246.30	$ 21.17
Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A		N/A	$ 81.06	$ 21.17
Removal of Bridged Taps and Repeaters	NRBXH	N/A		N/A	$ 787.66	$ 56.06
Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTV	N/A		N/A	$ 506.31	$ 38.61
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A		N/A	$ 177.15	$ 38.61
Removal of Bridged Taps	NRBXW	N/A		N/A	$ 588.17	$ 34.89
Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A		N/A	$ 294.08	$ 17.44
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A		N/A	$ 96.10	$ 17.44
Removal of Bridged Taps and Load Coils	NRBXF	N/A		N/A	$ 1,321.41	$ 64.10
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A		N/A	$ 534.25	$ 26.78
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A		N/A	$ 197.66	$ 26.78
Removal of Load Coils	NRBXZ	N/A		N/A	$ 780.05	$ 29.22
Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A		N/A	$ 260.02	$ 9.34
Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A		N/A	$ 101.56	$ 9.34
Remove All Bridged Tap (RABT) - MMP						
Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	N/A		N/A	$ 295.60	
Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A		N/A	$ 765.21	
Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A		N/A	$ 295.60	
Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	N/A		N/A	$ 295.60	
SUB-LOOPS						**NRC**
ECS to SAI sub-loop						
2-Wire Analog	U6LSA	N/A		$ 0.89	N/A	N/A
4-Wire Analog	U6LSA	N/A		$ 5.73	N/A	N/A
2-Wire DSL	U6LSA	N/A		$ 0.89	N/A	N/A
4-Wire DSL	U6LSA	N/A		$ 5.73	N/A	N/A
ECS to Terminal sub-loop						
2-Wire Analog	U6LSB	N/A		$ 4.92	N/A	N/A
4-Wire Analog	U6LSB	N/A		$ 13.08	N/A	N/A
2-Wire DSL	U6LSB	N/A		$ 4.92	N/A	N/A
4-Wire DSL	U6LSB	N/A		$ 13.08	N/A	N/A
ECS to NID sub-loop						
2-Wire Analog	U6LSC	N/A		$ 6.67	N/A	N/A
4-Wire Analog	U6LSC	N/A		$ 19.52	N/A	N/A
2-Wire DSL	U6LSC	N/A		$ 6.67	N/A	N/A
4-Wire DSL	U6LSC	N/A		$ 19.52	N/A	N/A
SAI to Terminal sub-loop						
2-Wire Analog	U6LSS	N/A		$ 4.92	N/A	N/A
4-Wire Analog	U6LSS	N/A		$ 13.08	N/A	N/A
2-Wire DSL	U6LSS	N/A		$ 4.92	N/A	N/A
4-Wire DSL	U6LSS	N/A		$ 13.08	N/A	N/A
SAI to NID sub-loop						
2-Wire Analog	U6LST	N/A		$ 6.67	N/A	N/A
4-Wire Analog	U6LST	N/A		$ 19.52	N/A	N/A
2-Wire DSL	U6LST	N/A		$ 6.67	N/A	N/A
4-Wire DSL	U6LST	N/A		$ 19.52	N/A	N/A
Terminal to NID sub-loop						
2-Wire Analog	U6LSU	N/A		$ 2.96	N/A	N/A
4-Wire Analog	U6LSU	N/A		$ 8.25	N/A	N/A
2-Wire DSL	U6LSU	N/A		$ 2.96	N/A	N/A
4-Wire DSL	U6LSU	N/A		$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges						**NRC**
2-Wire DSL - Simple					**NRC Initial**	**Additional**
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	$ 271.57	$ 77.49
Crossconnects, per line - (CESAR/LEX))	UCSC2	N/A		N/A	$ 207.30	$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	$ 148.69	$ 71.59
2-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	$ 242.79	$ 53.85
Crossconnects, per line - (CESAR/LEX))	UCSC5	N/A		N/A	$ 178.52	$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	$ 119.91	$ 47.96
2-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	$ 271.57	$ 77.49
Crossconnects, per line - (CESAR/LEX))	UCSC2	N/A		N/A	$ 207.30	$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	$ 148.69	$ 71.59
2-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	$ 242.79	$ 53.85
Crossconnects, per line - (CESAR/LEX))	UCSC5	N/A		N/A	$ 178.52	$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	$ 119.91	$ 47.96
2-Wire ISDN - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	$ 247.58	$ 64.64
Crossconnects, per line - (CESAR/LEX))	UCSC2	N/A		N/A	$ 182.41	$ 64.64
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	$ 117.17	$ 56.16
2-Wire ISDN - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	$ 250.32	$ 56.45
Crossconnects, per line - (CESAR/LEX))	UCSC5	N/A		N/A	$ 185.15	$ 56.45
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	$ 119.91	$ 47.96
4-Wire DSL - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	$ 332.25	$ 97.04
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	$ 267.07	$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	$ 201.84	$ 88.55
4-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	$ 310.64	$ 69.07
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	$ 245.47	$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	$ 180.23	$ 60.59

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
4-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	$ 332.25	$ 97.04
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	$ 267.07	$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	$ 201.84	$ 88.55
4-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	$ 310.64	$ 69.07
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	$ 220.49	$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	$ 180.23	$ 60.59
DS1 Copper - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	$ 362.76	$ 142.02
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	$ 302.57	$ 142.02
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	$ 223.55	$ 132.66
DS1 Copper - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	$ 318.69	$ 90.56
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	$ 258.50	$ 90.56
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	$ 179.48	$ 81.19
DS1 Fiber - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	$ 385.22	$ 162.72
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	$ 325.03	$ 162.72
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	$ 246.01	$ 153.36
DS1 Fiber - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	$ 321.17	$ 91.28
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	$ 260.98	$ 91.28
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	$ 181.96	$ 81.91
DS3 - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	$ 394.29	$ 167.21
Crossconnects, per line - (CESAR/LEX))	UCNC2	N/A		N/A	$ 334.10	$ 167.21
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	$ 255.08	$ 157.84
DS3 - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	$ 321.46	$ 91.57
Crossconnects, per line - (CESAR/LEX))	UCNC5	N/A		N/A	$ 261.27	$ 91.57
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	$ 182.25	$ 82.20
Entrance Facilities						
DS-1				$ 153.46	@	
DS-3 w/ equip				$ 1,837.18	@	
DS-3 w/o equip				$ 724.04	@	
Interoffice Transport		**Dedicated Transport**				
DS-1						
Fixed Mileage	1L5UB	Fixed Mileage	/2/	$ 31.62	@	@
Variable Mileage		Variable Mileage per Mile	/2/	$ 1.84	@	@
DS-3	1L5UB	Dedicated Transport DS-3				
Fixed Mileage		Fixed Mileage	/2/	$ 369.16	@	@
Variable Mileage		Variable Mileage per Mile	/2/	$ 35.72	@	@
MULTIPLEXING						
DS-1/DS-0 MUX	MQ1UB	DS0/DS1	/2/	$ 255.54	@	@
DS-3/DS-1 MUX	MQ3UB	DS1/DS3	/2/	$ 287.85	@	@
Dark Fiber		Dark Fiber				
Dark Fiber -Interoffice per strand	ULY4X	N/A	/2/	$ 10.92	$ 1,678.32	$ 1,678.32
Dark Fiber - Interoffice per foot	ULJAA, ULJAB	N/A	/2/	$ 0.00	N/A	N/A
Dark Fiber Cross Connect - Interoffice	UKCJX	N/A	/2/	$ 6.74	$ 126.59	$ 126.59
Dark Fiber - Interoffice Inquiry	NR9D6	N/A	/2/	N/A	$ 371.80	$ 371.80
Routine Modifications						
Routine Modifications to Existing Facilities	N3RUE	N/A		N/A	ICB	
Expanded Interconnection Service Cross Connect (EISCC)						
Voice Grade/ISDN						
EISCC	CCDSO, AEE1S		/2/	$ 0.40	@	@
Jack Panel	CCJAP		/2/	$ 1.65	@	@
DS0						
EISCC	C2CB4		/2/	$ 24.78	@	@
Jack Panel	CCJAP		/2/	$ 5.32	@	@
DS1						
EISCC			/2/	$ 16.02	@	@
Jack Panel	CDS1U		/2/	$ 2.31	@	@
Repeater	CCJAP		/2/	$ 23.47	@	@
DS3						
EISCC	CDS3U		/2/	$ 45.68	@	@
Jack Panel	CCJAP		/2/	$ 25.77	@	@
Repeater			/2/	$ 101.19	@	@
OTHER						**NRC Additional**
Directory Assistance					**NRC Initial**	
Directory Assistance Rate, per call				$ 0.40		
National Directory Assistance (NDA), per call				$ 0.65		
Reverse Directory Assistance (RDA), per call				$ 0.65		
Business Category Search (BCS), per call				$ 0.65		
Express Call Completion/Directory Assistance Call Completion (DACC)						
Rate per call				$ 0.15		
Call Completion LATA Wide - Per MOU				$ 0.00436		
OS/DA Automated Call Greeting and References / Rates						
Branding - Other - Initial/Subsequent Load, per switch	BRAND			N/A	$ 1,800.00	$ 1,800.00
Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03		
Rate Reference - Initial Load, per state, per OCN				N/A	$ 5,000.00	
Rate Reference - Subsequent Load, per state, per OCN				N/A		$ 1,500.00
Operator Services						
Fully Automated Call Processing, per call				$ 0.15		

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

					Monthly	NRC Initial	NRC Additional
					Recurring	"@" INDICATES TO REFER	
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY	Notes	and/or Resale	TO THE NONRECURRING	
					Discount %	PRICE SHEET FOR RATES	
	Call Completion LATA Wide - Per MOU				$ 0.00436		
	Operator - Assisted Call Processing - All Types (including Busy line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second				$ 0.03		
	Call Completion LATA Wide - Per MOU				$ 0.00436		
	Directory Assistance Listing Information Services				See Current Tariff	Category III Services Section D-5	

TBD- To be Determined
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NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
OA/DA Trunks						
Trunk Installation per trunk	TPP6X, TPP9X			N/A	$ 500.00	$ 184.00
BLV/I Trunks						
Trunk Installation per trunk	TPP6X, TPP9X			N/A	$ 500.00	$ 184.00
Ancillary Equipment						
Analog Bridging						
Master Leg Plug 2-Wire	ABPM2			$ 14.10	$24.60	
Master Leg Plug 4-Wire	ABPM4			$ 14.10	$24.60	
2-Wire Analog Bridge Plug				$ 13.50	$24.60	
4-Wire Analog Bridge Plug				$ 12.85	$24.60	
Program Audio Bridging						
Program Audio Bridge	PAB			$ 85.60	$172.00	
Diverse Routing						
DS1 per point of termination				See Current Tariff (FCC #1 Section		
DS3 per point of termination						
(With Terminal Equip.)				See Current Tariff (FCC #1		
DS3 per point of termination						
(W/O Terminal Equip.)				See Current Tariff (FCC #1 Section		
DAL				Refer to California PUC D-5 for		
Migration charge/NXX				N/A	$10,000.00	
Message Exchange						
ME 3rd Party Host - Facility CLEC						
CLEC Billing Charge (per message)				$ 0.05	N/A	
AT&T California Billing Charge (per message)				$ 0.05		
AT&T California Settlement Charge (per message)				$ 0.02	N/A	
ME PB Host - Facility CLEC						
Set-Up Charge					$8,500.00	
AT&T California Monthly Charge				$ 1,200.00		
AT&T California Message Processing Rate (per message)				$ 0.01		
AT&T California Replacement Tape Fee (per tape)				$ 50.00		
AT&T California Consulting/Training Fee (per hour)				$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				$ 0.05		
ME 3rd Party or No Host - Resale/UNE-P CLEC						
CLEC Billing Charge (per message)				$ 0.05	N/A	
AT&T California Settlement Charge (per message)				$ 0.16		
ME PB Host - Resale/UNE CLEC						
Set-Up Charge					$4,250.00	
AT&T California Monthly Charge				$ 600.00		
AT&T California Message Processing Rate (per message)				$ 0.01		
AT&T California Message Packaging Rate (per message)				$ 0.01		
AT&T California Replacement Tape Fee (per tape)				$ 50.00		
AT&T California Consulting/Training Fee (per hour)				$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				$ 0.05		
LNP Surcharge				See Current Tariff (FCC #1 Section13.3.16)		
Pole and Duct (Structure)				Annual		
					Non recurring	
Poles ($/attachment/yr.)*##				$ 5.34		
Per Foot Conduit Occupancy Fees##						
Inner Duct ($/ft/yr.)				$ 0.54		
Full Duct ($/ft/yr)				$ 1.08		
					Non recurring	
Contract Administration Fee					$ 125.00	
Administrative Record-Keeping Fee					$ 125.00	
Unauthorized Attachment Fee					$500 per Pole	
Unauthorized Occupancy Fee					$500 per Manhole	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.						
## Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31, effective January 1, 2005 and billable semi-annually in advance in January and July of each year.						
New rates will be communicated to CLEC no later than November 1st for the succeeding year.						
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				USAGE		
Rate for All ISP-Bound and Section 215(b)(5) Traffic as per FCC 01-131, per MOU				$ 0.000700		
TRANSIT SERVICE						
Setup per attempt (Setup per Call)	USAGE			$ 0.0011300		
Holding term per MOU (MOU)	USAGE			$ 0.0027700		
RESALE				*Resale Discounts*		
				Recurring	Non recurring	
LOCAL EXCHANGE SERVICE						
Individual Line Measured Rate Residence Service				17%	17%	
Individual Line Measured Rate Business Service				17%	17%	
Individual Line Flat Rate Residence Service				17%	17%	
Farmer Line Service				17%	17%	

TBD- To be Determined
NRO - Nonrecurring only
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NA- Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
LOCAL USAGE, ZUM, and EAS						
VERTICAL SERVICES						
Three Way Calling				17%	17%	
Call Forwarding				17%	17%	
Busy Call Forwarding				17%	17%	
Delayed Call Forwarding				17%	17%	
Remote Access to Call Forwarding				17%	17%	
Call Screen				17%	17%	
Select Call Forwarding				17%	17%	
Priority Ringing				17%	17%	
Repeat Dialing				17%	17%	
Call Return				17%	17%	
Caller ID				17%	17%	
Call Waiting				17%	17%	
Speed Calling - 8 code capacity				17%	17%	
Speed Calling - 30 code capacity				17%	17%	
Intercom				17%	17%	
Intercom Plus				17%	17%	
Call Trace				17%	17%	
Caller ID on Analog Centrex-Like Lines				17%	17%	
Caller ID on PBX Lines				17%	17%	
Caller ID on Dedicated Custom 8 Service				17%	17%	
Direct Connect				17%	17%	
Usage Sensitive Custom Calling Services				17%	17%	
Premiere Communications Systems - Resale				17%	17%	
Remote Call Forwarding				17%	17%	
Direct Connect				17%	17%	
CENTREX-LIKE						
Hunting Service				17%	17%	
Airport Intercommunicating Service				17%	17%	
Central Office Electronic Tandem Switching				17%	17%	
Centrex-Like ISDN				17%	17%	
ISDN						
ISDN-BRI				17%	17%	
Primary Rate ISDN (PRI)				17%	17%	
Personal ISDN				17%	17%	
Centrex-Like ISDN						
TOLL						
Local Plus (Intralata Toll)				17%	17%	
Two-Point Message Telecommunications Service (Local Toll)				17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)				17%	17%	
Dedicated Access Line				17%	17%	
Custom 8 Digital Data				17%	17%	
EASY 8 Toll Free Service				17%	17%	
Easy 8 Digital Data				17%	17%	
Easy 8 Directory Assistance Listing				17%	17%	
California 976				17%	17%	
California 900				17%	17%	
Information Services Call Blocking				17%	17%	
OPTIONAL TOLL CALLING PLANS						
Resale Residence Usage Discount-Direct Discount				17%	17%	
Resale Residence Usage Discount-Service Area				17%	17%	
Resale Residence Usage Discount-Community				17%	17%	
Resale Residence Usage Discount-Easy Saver				17%	17%	
Resale Residence Usage Discount-Saver 60				17%	17%	
Resale Residence Usage Discount-Saver Plus				17%	17%	
Resale Business Usage Discount-Direct Discount				17%	17%	
Resale Business Usage Discount-Plan 50				17%	17%	
Resale Business Usage Discount-Plan 1000				17%	17%	
Resale Business Usage Discount-Volume Discount				17%	17%	
Resale Business Usage Discount-Plus				17%	17%	
DIRECTORY ASSISTANCE/OPERATOR SERVICES						
Local Directory Assistance				17%	N/A	
Local Operator Assistance				17%	N/A	
National Directory Assistance (NDA), per call				$ 0.65	N/A	
Reverse Directory Assistance (RDA), per call				$ 0.65	N/A	
Business Category Search (BCS), per call				$ 0.65	N/A	
Express Call Completion/Directory Assistance Call Completion (DACC)						
Rate per call				$ 0.15	N/A	
OS/DA Automated Call Greeting and References/Rates						
Branding - Other - Initial/Subsequent Load, per switch	BRAND			N/A	$ 1,800.00	$ 1,800.00
Branding and Reference/Rate Look Up, per OS/DA Call				$ 0.03	N/A	
Rate Reference - Initial Load, per state, per OCN				N/A	$ 5,000.00	
Rate Reference - Subsequent Load, per state, per OCN				N/A		$ 1,500.00
TRUNKS						
Flat Rate Trunk				17%	17%	
Trunk Line Service				17%	17%	
Data Services						
Gigabit Ethernet Metropolitan Area Network (GigaMAN)				17%	17%	
PBX Trunks				17%	17%	
Multi-Service Optical Network (MON)				17%	17%	
OTHER						
Number Retention Service				17%	17%	
Number Referral Service				17%	17%	
Number Services (Personalized TNs)				17%	17%	
Voice Based Information Services				17%	17%	
Promotional Pricing (90 days +)				17%	17%	
Private Branch Exchange Services				17%	17%	
Short Duration Service				17%	17%	
Grandfathered Services				17%	17%	

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					Monthly	NRC Initial	NRC Additional
					Recurring	"@" INDICATES TO REFER	
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY	Notes	and/or Resale	TO THE NONRECURRING	
					Discount %	PRICE SHEET FOR RATES	
	Message Waiting Indicator (MWI++)				17%	17%	
	Call Forwarding Busy Line				17%	17%	
	Call Forwarding/ Don't Answer				17%	17%	
	Call Forwarding Busy Line/ Don't Answer				17%	17%	
	Foreign Exchange Service				17%	17%	
	Foreign Prefix Service				17%	17%	

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	GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
	Off Premise Extensions				17%	17%	
	Operator Services and Directory Assistance				17%	17%	
	TELEPHONE ANSWERING SERVICE				17%	17%	
	Secretarial Answering Service				17%	17%	
	Occasional Service				17%	17%	
	Concentrator-Identifier Service				17%	17%	
	Answering Line Service				17%	17%	
	DIRECT INWARD DIALING SERVICE				17%	17%	
	Tie Line Service				17%	17%	
	Interexchange Channel				17%	17%	
	Directory Listings Alternate User Listings				17%	17%	
	Business Individual Line Service				17%	17%	
	Premium Subscriber Plan				17%	17%	
	Premiere Subscriber Plan				17%	17%	
	Power Distribution Alarm And Control System				17%	17%	
	Custom Virtual Network				17%	17%	
	WATS Service				17%	17%	
	Basic Service Elements and						
	Complementary Network Services				17%	17%	
	Business Answering Lines				17%	17%	
	Short Duration Service				17%	17%	
	OTHER (Resale)						
	On products below, for discount, if any please see current applicable tariff						
	Access Products				0%	0%	
	Electronic Tandem Switching *				0%	0%	
	Private Line Services				0%	0%	
	Digital Data Over Voice				0%	0%	
	Group Video				0%	0%	
	High Voltage Protection				0%	0%	
	Switched SMDS				0%	0%	
	Switched 56				0%	0%	
	All Broadband and Fast Packet Services				0%	0%	
	* Pending CPUC approval of Advice Letter No. 18432						
	Other Services				0%	0%	
	Centrex-Like Number Retention Service				0%	0%	
	Off-Premise Extension Service				0%	0%	
	Promotions Exceeding 90 days				0%	0%	
	Contract Plans				0%	0%	
	Remote Call Forwarding				0%	0%	
	COPT				0%	0%	
	Labor/Network Rearrangements				0%	0%	
	Visit Charge (Trouble Identification)				0%	0%	
	Cable services AII, IW				0%	0%	
	Electronic Billing Information Data (daily usage)				$ 0.003	N/A	
	per message						
	Fraud Alert Referral						
	Usage per Alert Referral				$ 11.10	$ 700.00	
	Repair Transfer Service (per subsequent change)						
	Recorded Name Announcement				N/A	$ 2,300.00	
	800/888 Telephone Number				N/A	$ 750.00	
	Name Announcement & Telephone Number				N/A	$ 2,400.00	
	Slamming Investigation Fee				N/A	$ 50.00	
	Local disconnect Report (LDR)						
	Per WTN				$ 0.10	N/A	
	Traffic Alert Referral Service Usage charge/alert				TBD	N/A	
	End User Change Over (per billable telephone number)						
	Business				$ 5.81		
	Residence				$ 4.15		
	Complex				$ 5.81		
						NRC Initial	NRC Additional

/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. *CLECs may not use both rate structures.*

/2/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that AT&T California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

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		NON-RECURRING											
		Service Order								Channel			
	Notes	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.													
CROSS CONNECT													
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	XOX15, HOX15	$3.29	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	$0.16	MOX15	$0.16	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	XOX15, HOX15	$0.81	XOX18, HOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX15	$0.00	MOX18	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08		$3.29		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	$0.16		$0.16		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81		$0.81		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	CDS3S, HOX82	$3.29	CDS3D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	$0.16	MOX82	$0.16	MOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	CDS3S, HOX82	$0.81	CDS3D, HOX96	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	XOX5O, HOX5O	$3.29	XOX52, HOX52	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	$0.16	MOX5O	$0.16	MOX52	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	XOX5O, HOX5O	$0.81	XOX52, HOX52	$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00
MULTIPLEXING													
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	$4.05	MQ1UC, HOX91	$4.05	MQ1UD, HOX99	$0.00		$0.00		$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	$0.16		$0.16		$0.00		$0.00		$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	$4.05	MQ3UC, HOX91	$4.05	MQ3UD, HOX99	$0.00		$0.00		$84.17	$36.32	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	$0.16		$0.16		$0.00		$0.00		$84.17	$36.32	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES (IOF) ENTRANCE FACILITY													
DS1 - INITIAL (MANUAL/FAX - COMPLEX)		$72.75		$48.15		$0.00		$42.48		$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)		$46.65		$22.25		$0.00		$14.77		$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)		$0.32		$0.32		$0.00		$0.00		$68.87	$43.77	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)		$0.00		$0.00		$0.00		$0.00		$58.41	$39.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)		$72.75		$48.15		$0.00		$42.48		$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)		$46.65		$22.25		$0.00		$14.77		$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)		$0.32		$0.32		$0.00		$0.00		$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)		$0.00		$0.00		$0.00		$0.00		$74.60	$38.19	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)		$72.75		$48.15		$0.00		$42.48		$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)		$46.65		$22.25		$0.00		$14.77		$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)		$0.32		$0.32		$0.00		$0.00		$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)		$5.66		$2.43		$0.00		$0.00		$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)		$0.00		$0.00		$0.00		$0.00		$58.41	$38.39	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRANSPORT													
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	HOX88	$44.91	HOX98	$0.00		$42.48	HOCH3	$67.62	$35.81	$0.00	$0.00

		NON-RECURRING											
		Service Order								Channel			
	Notes	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.													
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	1L5UC	$18.81	1L5UD	$0.00		$14.77	SOCH3	$67.62	$35.81	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	$0.73	MOX88	$0.73	MOX98	$0.00		$0.00		$67.62	$35.81	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	HOX88	$2.43	HOX98	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	1L5UC	$2.43	1L5UD	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX88	$0.00	MOX98	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	HOX88	$44.91	HOX98	$0.00		$42.48	HOCH3	$67.25	$35.81	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (CESAR/LEX COMPLEX)	/1/	$46.65	1L5UC	$18.81	1L5UD	$0.00		$14.77	SOCH3	$67.25	$35.81	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	$0.73	MOX88	$0.73	MOX98	$0.00		$0.00		$67.25	$35.81	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	HOX88	$2.43	HOX98	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	1L5UC	$2.43	1L5UD	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX88	$0.00	MOX98	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
LINK	/1/												
4-WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	63.06	HOX55	$49.90	HOX56	$53.09	HOX57	$47.50	HOCH7	$28.84	$10.41	$11.40	$0.00
4-WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	XOX55	$21.57	XOX56	$24.00	XOX57	$19.61	SOCH7	$28.84	$10.41	$11.40	$0.00
4-WIRE - INITIAL (MECHANIZED)	/1/	$0.16		$0.16		$0.16		$0.00		$28.84	$10.41	$11.40	$0.00
4-WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	HOX55	$3.64	HOX56	$1.94	HOX57	$0.00	HOCH7	$18.95	$7.43	$0.00	$0.00
4-WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	XOX55	$3.64	XOX56	$1.94	XOX57	$0.00	SOCH7	$18.95	$7.43	$0.00	$0.00
4-WIRE - ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$18.95	$7.43	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	HOX12	$48.94	HOX14	$52.25	HOX13	$47.42	HOCH2	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	XOX12	$21.03	XOX14	$24.33	XOX13	$19.58	SOCH2	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	$0.16	MOX12	$0.16	MOX14	$0.16	MOX13	$0.00		$18.66	$8.54	$15.43	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	HOX12	$1.85	HOX14	$2.02	HOX13	$0.00	HOCH2	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	XOX12	$1.85	XOX14	$2.02	XOX13	$0.00	SOCH2	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX12	$0.00	MOX14	$0.00	MOX13	$0.00		$12.53	$5.75	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	HOXO8	$48.94	HOX1O	$52.25	HOX69	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	XOXO8	$21.03	XOX1O	$24.33	XOX69	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (MECHANIZED)	/1/	$0.16	MOXO8	$0.16	MOX1O	$0.16	MOX69	$0.00		$18.56	$8.57	$15.50	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	HOXO8	$1.85	HOX1O	$2.02	HOX69	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	XOXO8	$1.85	XOX1O	$2.02	XOX69	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOXO8	$0.00	MOX1O	$0.00	MOX69	$0.00		$12.67	$5.77	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06		$49.90		$53.09		$47.50		$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09		$21.57		$24.00		$19.61		$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	$0.16		$0.16		$0.16		$0.00		$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69		$3.64		$1.94		$0.00		$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69		$3.64		$1.94		$0.00		$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$61.00	$14.67	$0.00	$0.00

		NON-RECURRING											
		Service Order								Channel			
	Notes	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.													
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	$0.16	MOX32	$0.16	MOX34	$0.16		$0.00		$18.55	$8.57	$15.50	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$12.67	$5.68	$0.00	$0.00
PBX LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$57.53	HOXO8	$48.94	HOX1O	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	$29.93	XOXO8	$21.03	XOX1O	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
PBX LINK - INITIAL (MECHANIZED)	/1/	$0.16	MOXO8	$0.16	MOX1O	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
PBX LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.24	HOXO8	$1.85	HOX1O	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.24	XOXO8	$1.85	XOX1O	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
PBX LINK - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOXO8	$0.00	MOX1O	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00
COIN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$57.53	HOXO8	$48.94	HOXO8	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	$29.93	XOXO8	$21.03	XOXO8	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
COIN LINK - INITIAL (MECHANIZED)	/1/	$0.16	MOXO8	$0.16	MOXO8	$0.16		$0.00		$18.56	$8.57	$15.50	$0.00
COIN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.24	HOXO8	$1.85	HOXO8	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.24	XOXO8	$1.85	XOXO8	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
COIN LINK - ADDITIONAL (MECHANIZED)	/1/	$0.00	MOXO8	$0.00	MOXO8	$0.00		$0.00		$12.67	$5.77	$0.00	$0.00
DS3 Loop - INITIAL (Manual)	/1/	$72.75	HOX32	$44.91	HOX34	$0.00	HOX33	$42.48	HOCH7	$67.25	$35.81	$0.00	$0.00
DS3 Loop - INITIAL (Cesar/LEX)	/1/	$46.65	XOX32	$18.81	XOX34	$0.00	XOX33	$14.77	SOCH7	$67.25	$35.81	$0.00	$0.00
DS3 Loop - INITIAL (Mechanized)	/1/	$0.73	MOX32	$0.73	MOX34	$0.00		$0.00		$67.25	$35.81	$0.00	$0.00
DS3 Loop - ADDITIONAL (Manual)	/1/	$5.66	HOX32	$2.43	HOX34	$0.00	HOX33	$0.00	HOCH7	$57.35	$29.97	$0.00	$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	/1/	$5.66	XOX32	$2.43	XOX34	$0.00	XOX33	$0.00	SOCH7	$57.35	$29.97	$0.00	$0.00
DS3 Loop - ADDITIONAL (Mechanized)	/1/	$0.00	MOX32	$0.00	MOX34	$0.00		$0.00		$57.35	$29.97	$0.00	$0.00
DSL CAPABLE LOOPS:													
2-Wire Digital Loop ISDN/IDSL													
Initial - manual/fax - complex	/1/	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$18.55	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$18.55	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.55	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$12.67	$5.68	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$12.67	$5.68	$0.00	$0.00
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.68	$0.00	$0.00
2-Wire xDSL Loop													
PSD #1 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	$0.00
PSD #2 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	
PSD #3 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	

		NON-RECURRING											
		Service Order								Channel			
	Notes	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.													
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	
PSD #4 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	$0.00
PSD #5 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	
PSD #7 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$57.53	HOX32	$48.94	HOX34	$52.25	HOX33	$47.42	HOCH2	$18.56	$8.57	$15.50	
Initial - cesar/lex - complex	/1/	$29.93	XOX32	$21.03	XOX34	$24.33	XOX33	$19.58	SOCH2	$18.56	$8.57	$15.50	
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$18.56	$8.57	$15.50	
Additional - manual/fax - complex	/1/	$3.24	HOX32	$1.85	HOX34	$2.02	HOX33	$0.00	HOCH2	$12.67	$5.77	$0.00	
Additional - cesar/lex - complex	/1/	$3.24	XOX32	$1.85	XOX34	$2.02	XOX33	$0.00	SOCH2	$12.67	$5.77	$0.00	
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$12.67	$5.77	$0.00	
4-Wire xDSL Loop													
PSD #3 - 4-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	$63.06	HOX32	$49.90	HOX34	$53.09	HOX33	$47.50	HOCH2	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	/1/	$35.09	XOX32	$21.57	XOX34	$24.00	XOX33	$19.61	SOCH2	$28.84	$10.41	$11.40	$0.00
Initial - mechanized	/1/	$0.16	MOX32	$0.16	MOX34	$0.16	MOX33	$0.00		$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	/1/	$3.69	HOX32	$3.64	HOX34	$1.94	HOX33	$0.00	HOCH2	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	XOX32	$3.64	XOX34	$1.94	XOX33	$0.00	SOCH2	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	/1/	$0.00	MOX32	$0.00	MOX34	$0.00	MOX33	$0.00		$18.95	$7.43	$0.00	$0.00
NETWORK INTERFACE DEVICE (NID)													
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	$46.53	HSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$17.73	PSNID	$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	$0.16		$0.00		$0.00		$0.00		$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX)	/1/	$46.53	HCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX)	/1/	$17.73	PCNID	$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	$0.16		$0.00		$0.00		$0.00		$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX)	/1/	$0.00	HCNID	$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX)	/1/	$0.00	PCNID	$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	$0.00		$0.00		$0.00		$0.00		$15.01	$0.00	$0.00	$0.00

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no

		NON-RECURRING											
		Service Order								Channel			
	Notes	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.													
right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s),													
product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being													
no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent													
with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering													
and/or obtaining any such network element(s), product(s) and/or service(s) that AT&T California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in													
applicable FCC rules in effect at the time CLEC seeks such amendment.													

SCHEDULE 33.1
ADDITIONAL OPERATIONAL SUPPORT

33.1.1 Introduction

33.1.1.1 This Schedule sets forth terms and conditions under which the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.1.2 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and /or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

33.1.1.2.1 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means the applicable above listed ILEC(s) doing business in California.

33.1.2 Contiguous Connection of Unbundled Network Elements

33.1.2.1 Intentionally Left Blank.

33.1.2.2 Intentionally Left Blank.

33.1.3 Additional Terms For Provisioning

33.1.3.1 Provisioning for Resale Services and UNEs in AT&T CALIFORNIA:

33.1.3.1.1 AT&T CALIFORNIA shall provide all provisioning services to CLEC during the same business hours AT&T CALIFORNIA provisions similar services for its end user customers but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding Holidays and where an accessible letter has notified CLEC of a central office freeze. AT&T CALIFORNIA will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to CLEC obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on

Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers will be determined via the Bona Fide Request process and CLEC agrees to reimburse AT&T CALIFORNIA for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If CLEC requests that AT&T CALIFORNIA perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, AT&T CALIFORNIA shall provide such services at the rates, if any, as provided in the Bona Fide Request process.

33.1.3.1.2 When an end user changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing end users, but must be requested on the LSR. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

33.1.3.1.3 At CLEC's request, AT&T CALIFORNIA will perform acceptance testing to the circuit demarc with CLEC (including trouble shooting to isolate any problems) to test UNE T1 and UNE T3 services purchased by CLEC in order to identify any performance problems at turn-up of the service. Other acceptance testing is provided as set forth in the Agreement.

33.1.3.1.4 Where AT&T CALIFORNIA provides installation on behalf of CLEC, AT&T CALIFORNIA shall advise CLEC's end user to notify CLEC if the CLEC end user requests a service change at the time of installation.

33.1.3.2 Provisioning of CHC and FDT Orders:

33.1.3.2.1 AT&T CALIFORNIA agrees that CLEC may use AT&T CALIFORNIA Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on unbundled 2-wire Loops with LNP.

33.1.3.2.2 CLEC shall order these services from AT&T CALIFORNIA by delivering to AT&T CALIFORNIA a valid Local Service Request (LSR), and AT&T CALIFORNIA shall provide CLEC with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment.

33.1.3.2.3 When submitting the LSR CLEC will specify a desired date and time (the "Desired Frame Due Time") for the coordinated hot cut. If AT&T CALIFORNIA cannot comply with the request, in its FOC, AT&T CALIFORNIA will designate a due date that AT&T CALIFORNIA commits to meet.

33.1.3.2.4 CLEC shall establish its dial tone on service extended to the CLEC side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.

33.1.3.2.5 AT&T CALIFORNIA shall test for dial tone and ANI supplied by the CLEC switch to the designated pair assignment by testing through the tie cable provisioned between AT&T CALIFORNIA main distribution frame and the CLEC expanded interconnection cross connect. Such pre-testing shall be completed by AT&T CALIFORNIA no later than 24 hours prior to the cut. If AT&T CALIFORNIA finds problems during pre-testing, AT&T CALIFORNIA shall notify CLEC of this finding and work cooperatively with CLEC to rectify the problem.

33.1.3.2.6 For CHC orders, CLEC shall call AT&T CALIFORNIA to initiate the cut not sooner than 10 minutes prior to the scheduled cut time or 30 minutes after the scheduled cut time. If CLEC does not call within these timeframes, CLEC will be required submit a supplemental LSR in a timely manner.

33.1.3.2.7 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in the performance measurements incorporated by reference into Article 32 of this Agreement.

33.1.4 Maintenance/Repair

33.1.4.1 AT&T CALIFORNIA shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, and number portability purchased by CLEC, and shall provide electronic Interfaces to permit CLEC to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.

33.1.4.2 In the event AT&T CALIFORNIA misses a scheduled repair appointment on behalf of CLEC, AT&T CALIFORNIA will notify CLEC via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail end users.

33.1.4.3 AT&T CALIFORNIA shall provide repair services to CLEC for CLEC end users that are equal in quality to that which it provides to its own retail end users. Trouble calls from CLEC shall receive response time priority that is at least equal in quality to that of AT&T CALIFORNIA retail end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or an AT&T CALIFORNIA end user.

33.1.4.4 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T CALIFORNIA shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that AT&T CALIFORNIA currently provides for the

maintenance of its own network. AT&T CALIFORNIA shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which will impact CLEC end users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, and major equipment replacements. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

33.1.4.5 For Resale Services and UNEs provided to CLEC under this Agreement, AT&T CALIFORNIA shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by AT&T CALIFORNIA on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC end users. AT&T CALIFORNIA shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that AT&T CALIFORNIA shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

33.1.4.6 AT&T CALIFORNIA shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting an CLEC end user; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) in the event that temporary restoration methods are employed to restore service under an emergency condition, AT&T CALIFORNIA will advise CLEC on what methods and procedures will be utilized for a permanent resolution; (v) equal priority, as between CLEC end users and AT&T CALIFORNIA end users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

33.1.4.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair

33.1.4.8 Maintenance charges for premises visits by AT&T CALIFORNIA technicians shall be billed by AT&T CALIFORNIA to CLEC and not by AT&T CALIFORNIA to CLEC's end user. All forms, business cards or other materials furnished by AT&T

CALIFORNIA technicians to CLEC end users will contain no brand. If the CLEC end user is not at home when the AT&T CALIFORNIA technician arrives, the AT&T CALIFORNIA technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for CLEC The AT&T CALIFORNIA technician will not leave on the premises an AT&T CALIFORNIA-branded "not-at-home" card.

33.1.5 Local Account Maintenance

33.1.5.1 AT&T CALIFORNIA shall make account local service provider freezes available for CLEC's end users (for which CLEC purchases resale services from AT&T CALIFORNIA) on a basis that is at least equal in kind and quality to the local service provider freezes it provides to its end users.

33.1.6 Change in Service Provider

33.1.6.1 If an end user notifies AT&T CALIFORNIA or CLEC that the end user requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such end user and to use any CPNI of such end user in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the end user's direction or that of the end user's authorized agent.

33.1.6.2 When a CLEC end user (for which CLEC purchases resale services or UNEs from AT&T CALIFORNIA) changes or withdraws authorization to provide service, CLEC shall provide, upon request by AT&T CALIFORNIA, necessary pre-order information to facilitate the prompt release of end user-specific facilities in accordance with the end user's direction. If the account has a local freeze, CLEC will release the preorder information to a new service provider or an end user's authorized agent upon the removal of the freeze by the end user. Such pre-order information, provided via CLEC Customer Service Record or some other mutually agreed-upon method, shall include the AT&T CALIFORNIA telephone number (or, if none, the end user's circuit ID), AT&T CALIFORNIA billing account number and any services or features, including listings. The Party or other agent authorized to commence service for such end user shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "**AT&T CALIFORNIA**" - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as "SBC California"), the applicable AT&T-owned ILEC doing business in California.

1.2 "**AT&T CALIFORNIA Calling Card Messages**" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **AT&T CALIFORNIA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

1.3 "**AT&T CALIFORNIA Collect Messages**" means messages where the charges are billed to the called end user who is a **AT&T CALIFORNIA** Subscriber and where the Transporting LEC is Customer.

1.4 "**AT&T CALIFORNIA Non-CATS Messages**" means **AT&T CALIFORNIA** Collect Messages, **AT&T CALIFORNIA** Calling Card Messages and/or **AT&T CALIFORNIA** Third Number Billed Messages as those terms are defined herein.

1.5 "**AT&T CALIFORNIA Subscriber**" means an end user who has authorized **AT&T CALIFORNIA** to provide the end user with local exchange service or who has billed an intraLATA call to a telecommunications calling card issued by **AT&T CALIFORNIA**.

1.6 "**AT&T CALIFORNIA Third Number Billed Messages**" means messages where (i) the charges are billed to a **AT&T CALIFORNIA** Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

1.7 "**Bellcore Client Company**" means **AT&T CALIFORNIA** and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

1.8 "**CMDS Host**" means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.

1.9 "**Calling Card and Third Number Settlement**" ("**CATS**") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory

1.10 "**Centralized Message Data System I**" ("**CMDS**") means the industry-wide data collection system located in Missouri, which handles the daily exchange of toll message details between

CMDS participating telephone companies (also known as CMDS direct participants). **AT&T CALIFORNIA** is a CMDS direct participant.

1.11 "**Customer Calling Card Messages**" means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is **AT&T CALIFORNIA**, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

1.12 "**Customer Collect Messages**" means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is **AT&T CALIFORNIA**.

1.13 "**Customer Non-CATS Messages**" means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.

1.14 "**Customer Subscriber**" means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.

1.15 "**Customer Third Number Billed Messages**" means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is **AT&T CALIFORNIA**, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

1.16 "**Local Access and Transport Area**" ("**LATA**") are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

1.17 "**Local Exchange Carrier**" ("**LEC**") means a carrier authorized to provide local, exchange access and intraLATA toll services.

1.18 "**Transporting LEC**" means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where **AT&T CALIFORNIA** and (ii) the settlement of **AT&T CALIFORNIA** Non-CATS Messages where Customer is the Transporting LEC.

2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:

2.2.1 Exhibit A - Rate Schedule

2.2.2 Exhibit B - Non-CMDS Outcollect Report

2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

3.1 **AT&T CALIFORNIA** shall forward Customer Non-CATS Messages to Customer. **AT&T CALIFORNIA** shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.

3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and **AT&T CALIFORNIA**. Customer shall inform **AT&T CALIFORNIA** whether Customer is designating itself or an agent for receipt of Customer's messages by completing **AT&T CALIFORNIA**'s "Technical Requirements" packet. Thereafter, Customer may change its designation only by completing a new

AT&T CALIFORNIA "Technical Requirement" packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing ("MPB") agreement with **AT&T CALIFORNIA** and has informed **AT&T CALIFORNIA** of Customer's designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.

3.2 This Appendix does not cover the distribution, settlement or billing of 900/976 calls transported by **AT&T CALIFORNIA** pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 ("California 900/976 Messages") that originate from a Customer Subscriber's telephone number. Customer shall block access of its Subscribers to California 900/976 numbers. Customer shall be liable for the value of all completed California 900/976 Messages originating from a Customer Subscriber's telephone number. **AT&T CALIFORNIA** shall include the value of all such completed California 900/976 Messages in the Net Amount Due calculation set forth in Section 4.5 below.

3.3 Customer shall forward **AT&T CALIFORNIA** Non-CATS Messages to **AT&T CALIFORNIA**. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to **AT&T CALIFORNIA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.

3.4 **AT&T CALIFORNIA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **AT&T CALIFORNIA** and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. **AT&T CALIFORNIA** and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.

3.5 The exchange of message detail between **AT&T CALIFORNIA** and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

4.1 For Customer Non-CATS Messages billed to Customer Subscribers that **AT&T CALIFORNIA** forwards to Customer, **AT&T CALIFORNIA** shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages
- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due **AT&T CALIFORNIA**

4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:

4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.

4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to **AT&T CALIFORNIA**.

4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record

or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to **AT&T CALIFORNIA** through CMDS.

4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by **AT&T CALIFORNIA** to CMDS.

4.3 For **AT&T CALIFORNIA** Non-CATS messages billed to **AT&T CALIFORNIA** Subscribers that Customer forwards to **AT&T CALIFORNIA**, Customer shall calculate the amount due based on the following formula:

Rated Value of **AT&T CALIFORNIA** Non-CATS Messages
- Unbillable Messages
- **AT&T CALIFORNIA** Billing Charge

= Amount Due Customer

4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of **AT&T CALIFORNIA** Non-CATS Messages means the total computed charges for **AT&T CALIFORNIA** Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of **AT&T CALIFORNIA** Non-CATS Messages that were not billable to a **AT&T CALIFORNIA** Subscriber because of missing information in the billing record or other billing error, not the result of an error by **AT&T CALIFORNIA**, that are returned by **AT&T CALIFORNIA** in a timely fashion to Customer.

4.4.3 **AT&T CALIFORNIA** Billing Charge means the **AT&T CALIFORNIA** per message billing rate, as set forth in Exhibit A, times the number of **AT&T CALIFORNIA** Non-CATS Messages received by **AT&T CALIFORNIA**.

4.5 Within 15 business days following the end of each calendar month, **AT&T CALIFORNIA** shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by **AT&T CALIFORNIA**;
- Customer Non-CATS Messages (by number and associated rated value) returned to **AT&T CALIFORNIA** as Rejected or Unbillable Messages;
- Amount Due **AT&T CALIFORNIA**, as set forth in Subsection 4.1 above.

4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Net Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.

4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due **AT&T CALIFORNIA** received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.

4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify **AT&T CALIFORNIA** in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

Customer Billing Charge	$ .05 per message
AT&T CALIFORNIA Billing Charge	$ .05 per message

EXHIBIT B

Billed By Company (e.g. XYZ) NON-CMDS OUTCOLLECTS (LC46 Report)

OCN:----------

	INTERSTATE				INTRASTATE			
	INTRA		INTER		INTRA		INTER	
	# Msgs.	$'s	# Msgs.	$'s	# Msgs.	$'s	# Msgs.	$'s
Revenue Exch. Rcds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		($.50)				($ 50.00)		($.50)
Recording Services	15		11		22		__19	_____
Sub-Total	26	$52.00	11	0	1032	$10,010.00	29	$9.50
Msg. Processing charge @ .014 per msg.		$ .26		$ .11		$ 10.32		$ .29
Total		$52.26		$ .11		$10,020.32		$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- **Assumption is that all settlements will be handled as Net-Settlements**
- **One report will be created for each tape transmitted and a copy will be sent with each tape.**
- **A monthly summary will be created. Work effort 8852.**

AMENDMENT NO. 2

TO INTERCONNECTION AGREEMENT
By and Between
ILLINOIS BELL TELEPHONE COMPANY
d/b/a AT&T ILLINOIS
AND
ACCESS ONE, INC.

The Interconnection Agreement, effective January 1, 2004 ("the Agreement") by and between Illinois Bell Telephone Company d/b/a AT&T Illinois[1] ("SBC ILLINOIS") and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Delete from the Pricing Schedule the following non-recurring Space License Pricing rate elements charged by CLEC to SBC ILLINOIS:

Installation per DS1 Trunk Group, Service Order Charge per Order, and Engineering Charge per DS1 Trunk Group.

(2) Section 4.3.1.1 of Article IV: Transmission and Routing of Telephone Exchange Service Traffic Pursuant to Section 251(c)(2), is added as follows:

4.3.1.1 The Parties agree that non-recurring charges associated with Local Interconnection ASR ordering and provisioning requests for Local only trunks, Combined Local/IntraLATA trunks and InterLATA Meet Point trunks shall not apply. SBC ILLINOIS will not charge CLEC for the Administration Charge, per ASR; the Order Processing Charge, per ASR; the Design and Central Office Connection Charge, per Circuit; and the Carrier Connection Charge per Termination, and CLEC will not charge SBC ILLINOIS for the Service Order Charge per Order, the charge for the Installation per DS1 Trunk Group, and the Engineering Charge per DS1 Trunk Group.

(3) Section 3.4.2.4 of Article III: Interconnection Pursuant to Section 251(c)(2), is deleted and replaced by the following language:

[1] Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC-AMERITECH" or "Ameritech" or "SBC Illinois" or "SBC") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

3.4.2.4 SBC ILLINOIS must Interconnect with CLEC at a DS1 bandwidth. CLEC may allow Interconnection at other bandwidths where technically feasible and mutually agreed to by the Parties. DS1 Collocation Termination charges apply for the use of space provided for terminating Local Traffic and IntraLATA Toll Traffic as specified in the Pricing Schedule. The DS1 Collocation Termination monthly recurring and non-recurring charges apply per terminated DS1 at the SBC ILLINOIS POI at each CLEC Switch Center or POI in the LATA. CLEC will apply the DS1 Collocation Termination charges based on the total aggregate number of terminated DS1s at the SBC ILLINOIS POI regardless of the number of CLEC switches that SBC ILLINOIS interconnects with at the CLEC Switch Center or POI in the LATA. If the facility is terminated to CLEC at a DS3 level, SBC ILLINOIS will incur 28 DS1 Collocation Termination charges and must purchase DS3 to DS1 multiplexing from CLEC. CLEC may, at its option, waive the DS3 to DS1 multiplexing charges.

(4) 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.

(5) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission ("ICC"), but shall become effective fifteen (15) days after execution by both Parties.

(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, the Parties acknowledge and agree that neither Party is waiving 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 (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 but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in 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); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

By and Between

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

AND

ACCESS ONE, INC.

The Interconnection Agreement, effective January 1, 2004 ("the Agreement") by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA[1] ("AT&T CALIFORNIA") and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Article XXVII, Billing, is amended to hereby add the following Sections 27.2.3.6 and 27.2.3.7:

27.2.3.6 Where the billing Party identifies credits owed to the billed Party as a result of a billing error, the billing Party must disclose the credit amount owed to the billed Party within ten (10) business days of when the credit amount is calculated and apply a credit for charges incurred by the billed Party in the second bill issued after such calculation. Calculations for such credit adjustments will be consistent with the "backbilling" terms identified in Sections 27.2.3 through 27.2.3.5 above. In addition, if the cause of such credits continues to exist after the date the first such credit is applied, the billing Party shall also provide credits prospectively to adjust for such cause until the cause of such credits is removed and corrected. These prospective credits must be made within two billing cycles after each bill containing billing errors is issued.

27.2.3.7 Backbilling must be performed consistent with the terms and conditions of the interconnection agreement effective at the time the backbill is rendered.

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

(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 California Public Utilities Commission (CPUC), and shall become effective upon approval by the CPUC.

(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, the Parties acknowledge and agree that neither Party is waiving 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 (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 but not limited to its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated in 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); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA AND ACCESS ONE, INC.

This Amendment entered into by and between AT&T Operations, Inc. on behalf of and as agent for Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA[1] (hereinafter referred to as "AT&T CALIFORNIA") and Access One, Inc. and any of its current and future Affiliates or subsidiaries which are a Certified Local Exchange Carrier ("CLEC"), in the state of California. AT&T CALIFORNIA and CLEC may be referred to individually as "Party," or collectively as the "Parties." Affiliate shall have the meaning as set forth in the Act.

WHEREAS, AT&T CALIFORNIA and CLEC entered into an interconnection agreement, as amended, pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") and approved by the public utilities commission in the state of Illinois (referred to as " Agreement").

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, by its *TRO*, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, AT&T CALIFORNIA is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II")* on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the *USTA II* decision vacated certain of the FCC rules and parts of the *TRO* requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

[1] Pacific Bell Telephone Company ("AT&T CALIFORNIA") now operates under the name "AT&T CALIFORNIA" pursuant to an assumed name filing with the State of California.

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,[2] on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS"), and holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs) all subject to certain transition requirements set forth below; and

WHEREAS, based on the specific intercarrier compensation, interconnection, collocation, and other provisions in CLEC's Agreement, the Parties agree to amend the Agreement to extend the applicable term(s) of such Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreement set forth in the Agreement and in this Amendment, the Agreement is hereby amended as follows:

1.0 Scope of Agreement and Lock In

1.1 The Whereas clauses contained herein are hereby incorporated into this Amendment.

1.2 The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement.

1.3 The Parties intend that the Agreement, as amended by this Amendment, should govern their business relationship for the specified term(s), subject only to the terms and conditions in such Agreement, as amended by this Amendment, including, but not limited to, the expiration and termination provisions set forth herein. Accordingly, CLEC hereby waives its section 252(i) MFN rights for the remaining term of the Agreement, as amended by this Amendment.

2.0 Effective Date and Term

2.1 The Term Sections or similar provisions of the General Terms and Conditions in the Agreement are hereby deleted in their entirety and replaced with the following:

2.1.1 This Agreement, as amended by this Amendment, will be extended for a period of twenty-four (24) months from the Amendment Effective Date unless terminated earlier upon the effective date of a written and signed agreement between the parties that this Agreement is terminated. Absent the receipt by one Party of written notice from the other Party not earlier than one hundred eighty (180) calendar days prior to the expiration of the term to the effect that such Party does not intend to extend the Agreement ("Notice of Expiration"), this Agreement, as amended by this Amendment, shall remain in full force and effect, on a month-to-month basis, on and after the expiration of the term until terminated by either Party upon written notice.

[2] Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

2.1.2 If either Party serves Notice of Expiration pursuant to Section 2.1.1 above, CLEC shall have twenty (20) calendar days to provide AT&T CALIFORNIA written confirmation if CLEC wishes to pursue a successor agreement with AT&T CALIFORNIA or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T CALIFORNIA, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T CALIFORNIA under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

2.1.3 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T CALIFORNIA in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T CALIFORNIA's Notice of Expiration, then the rates, terms and conditions of this Agreement, as amended by this Amendment, shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement except those described in Survival of Obligations Section of the General Terms and Conditions.

2.1.4 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement, as amended by this Amendment; (ii) the date a successor agreement becomes effective, or (iii) the date that is ten (10) months after the date on which AT&T CALIFORNIA received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies.

2.2 Except as expressly set forth herein, nothing in this Amendment is intended to affect a Party's termination rights under the Agreement including, without limitation, the right to terminate for breach or failure to pay.

3.0 TRO-Declassified Elements

AT&T CALIFORNIA is not required to provide to CLEC any of the following items either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, but only to the extent AT&T CALIFORNIA is relieved of its obligations under the terms of the TRO:

(i) entrance facilities;

(ii) DSO or OCn level dedicated transport;

(iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities

of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

(iv) OCn loops;

(v) the feeder portion of the loop;

(vi) line sharing;

(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

(viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;

(ix) packet switching, including routers and DSLAMs;

(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and

(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that AT&T CALIFORNIA has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T CALIFORNIA will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO-Declassified Elements."

4.0 Combination and Commingling of Network Elements – TRO Clarifications

4.1 As conditions to accessing and using any UNE (whether on a stand-alone basis or in combination with other UNEs, with a network element possessed by CLEC, or pursuant to Commingling), CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. CLEC hereby represents and warrants that it is a telecommunications carrier and that it will notify AT&T CALIFORNIA immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify AT&T CALIFORNIA shall constitute a material breach of this Agreement.

4.2 At the request of CLEC, AT&T CALIFORNIA shall provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine those UNEs to provide a Telecommunications Service. Except as provided in this Agreement, including this Amendment, AT&T CALIFORNIA shall provide access to 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.

4.3 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T CALIFORNIA**,** or the combining of a UNE, or combination of UNEs, with one or more such facilities or services. "Commingle" means the act of Commingling.

4.4 Subject to the other provisions of this Agreement, including this Amendment, AT&T CALIFORNIA shall permit CLEC to Commingle a UNE or a UNE combination with one or more facilities or services that CLEC has obtained at wholesale from AT&T CALIFORNIA. In addition, upon request, subject to the other provisions of this Agreement, including this Amendment, AT&T CALIFORNIA shall perform the functions necessary to Commingle a UNE or a UNE combination with one or more facilities or services that CLEC has obtained at wholesale from AT&T CALIFORNIA. Therefore, subject to the other provisions of this Agreement, including this Amendment, (i) CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T CALIFORNIA (*e.g.*, switched and special access services offered pursuant to tariff), and (ii) AT&T CALIFORNIA shall not deny access to UNEs and combinations of UNEs on the grounds that such UNEs are connected to, linked to, or combined with wholesale services obtained from AT&T CALIFORNIA. Notwithstanding anything to the contrary in this Amendment, AT&T CALIFORNIA shall have no obligation to perform the functions necessary to combine (or to complete the actual combining) or Commingle (or to complete the actual Commingling) if (i) it is not technically feasible or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with AT&T CALIFORNIA's network.

4.5 AT&T CALIFORNIA shall not be required to, and shall not, provide "ratcheting"[3] as a result of a Commingled Arrangement. AT&T CALIFORNIA shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale from AT&T CALIFORNIA (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis.

4.6 In accordance with and subject to the provisions of this Amendment, any request by CLEC for AT&T CALIFORNIA to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T CALIFORNIA to complete the actual Commingling), shall be made by CLEC in accordance with this Amendment.

[3] "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

4.6.1 AT&T CALIFORNIA has developed the following list of Commingled Arrangements that are available for ordering on a non-BFR basis by CLEC, which list is posted on "CLEC On-line."

- UNE DS1 loop connected to a muxed DS3 special access facility;
- UNE DS1 transport connected to a muxed DS3 special access facility; and
- UNE DS3 transport connected to a non-concatenated channelized (special access higher facility);and
- UNE DS1 loop connected to a dedicated DS1 transport special access facility.

4.6.2 As other Commingling Arrangements become developed and tested by AT&T CALIFORNIA, AT&T CALIFORNIA may add such Arrangements to the list on "CLEC On-line" that are available without submitting a BFR and CLEC may order such arrangements under this Agreement, as amended by this Amendment. For any Commingled arrangement, AT&T CALIFORNIA shall charge CLEC the rates and charges applicable to the Section 251 UNE(s) or those applicable to the facilities or services that CLEC has obtained at wholesale from AT&T CALIFORNIA as well as other applicable rates (e.g. service order charge, record change charge).

4.6.3 Any CLEC request for a Commingled Arrangement not found on the above list of Commingled Arrangements and not listed on the "CLEC-On-line," must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T CALIFORNIA sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them. For such BFR, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T CALIFORNIA under this Section 4.6.3 (including performing the actual Commingling) in addition to other applicable charges. Such fee shall be calculated using the Time and Material charges as reflected in the Appendix Pricing. AT&T CALIFORNIA's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling.

4.6.4 As stated in Sections 4.3 and 4.4 above, a Commingled Arrangement must contain at least one Section 251(c)(3) unbundled network element. If a Commingled Arrangement ceases to have at least one Section 251(c)(3) network element it will no longer be considered a Commingled Arrangement. For purposes of this Section 4.6.4, TRO-Declassified Elements and TRO Remand-Declassified Elements, after completion of the applicable transition period, will no longer be considered Section 251(c)(3) unbundled network elements. If CLEC does not meet or for any reason stops meeting the applicable criteria set forth in Section 4 and/or the Mandatory Eligibility Criteria in Section 6, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

4.6.5 CLEC and AT&T CALIFORNIA disagree on whether a Section 271 network element may be included in a Commingled Arrangement that also includes a

Section 251(c)(3) UNE. AT&T CALIFORNIA believes that it is not required to include Section 271 network elements in any Commingled Arrangement, even those that include one or more Section 251(c)(3) UNEs. In contrast, CLEC believes that as long as a Commingled Arrangement includes one or more Section 251(c)(3) UNEs, AT&T CALIFORNIA must commingle Section 271 elements with such UNE(s) if requested by CLEC. Without waiving any rights and without prejudice to any position CLEC may take in a subsequent proceeding, for purposes of this Amendment, CLEC agrees that it will not order, and AT&T CALIFORNIA shall not be required to provision, Commingled Arrangements that include one or more Section 271 network elements. AT&T CALIFORNIA agrees that CLEC's agreement in this section shall not constitute a precedent that can be used against CLEC in any proceeding except a proceeding to clarify and/or interpret this Agreement, including this Amendment.

4.6.6 Except upon request, AT&T CALIFORNIA shall not separate requested UNEs that it currently combines. Except upon request, AT&T CALIFORNIA shall not separate UNEs from other facilities or services that it currently commingles unless required by other provisions of the Agreement, including this Amendment.

5.0 Conversion of Wholesale Services to UNEs – TRO Clarifications

5.1 Upon request, and subject to the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria set forth in Section 6, AT&T CALIFORNIA 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 Agreement, including this Amendment.

5.2 AT&T CALIFORNIA shall not impose untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any conversion between a wholesale service or a group of wholesale services and a UNE or combination of UNEs. AT&T CALIFORNIA shall provide CLEC with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T CALIFORNIA shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA shall coordinate it with CLEC's representatives to accomplish this goal.

5.3 CLEC will issue the appropriate orders to convert wholesale services or a group of wholesale services to UNEs or combinations of UNEs unless the Parties mutually agree to handle such conversion(s) on a project basis. Applicable charges for UNEs or combinations of UNEs set forth in the Pricing Schedule, of the Agreement shall apply when the order is completed.

5.4 If it is determined through an audit and/or dispute resolution process under this Agreement, or CLEC otherwise agrees, that CLEC does not meet or for any reason stops meeting the criteria set forth in Section 4 and the applicable Mandatory Eligibility Criteria in Section 6 for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not

request such conversion or continue using such the UNE or UNEs that result from such conversion. If pursuant to the preceding sentence, CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), AT&T CALIFORNIA may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

5.4.1 This Section 5.4 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T CALIFORNIA service.

5.4.2 AT&T CALIFORNIA may exercise its audit rights provided for hereunder in auditing compliance with any applicable eligibility criteria.

5.4.3 Nothing contained in this Amendment provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T CALIFORNIA's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

6.0 Mandatory Eligibility Criteria –TRO Clarifications

6.1 An Enhanced Extended Loop or "EEL" means a UNE combination consisting of an unbundled loop(s) and unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).

6.2 AT&T CALIFORNIA is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions (hereinafter the "Mandatory Eligibility Criteria") are met with respect to the arrangement being sought:

6.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

6.2.2 Pursuant to Rule 51.318, the following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

6.2.2.1 Each circuit to be provided to each customer will be assigned a local telephone number prior to the provision of service over that circuit; and

6.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and

6.2.2.3 Each circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; and

6.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 6.3 of this Amendment; and

6.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and

6.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.4 of this Amendment; and

6.2.2.7 Each circuit to be provided to each customer will be served by a switch capable of providing local voice traffic.

6.3 A collocation arrangement meets the requirements of Section 6 of this Amendment if it is:

6.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T CALIFORNIA's premises within the same LATA as the End User's premises, when AT&T CALIFORNIA is not the collocator; or

6.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T CALIFORNIA is the collocator.

6.4 An interconnection trunk meets the requirements of Sections 6.2.2.5 and 6.2.2.6 of this Amendment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.5 AT&T CALIFORNIA makes forms available for the certifications required by this Section 6. CLEC prefers an alternative method of certification; accordingly, CLEC agrees to submit a letter, in the form attached hereto as Exhibit 1, dated as of the execution date of this Amendment from an Officer of CLEC to the Vice President of AT&T Account Management, certifying that CLEC has implemented procedures such that CLEC certifies that any and all orders it submits, for high capacity EELs, will meet the Mandatory Eligibility Criteria set forth in Section 6.2 on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification

shall have the same weight and effect as a separate certification, and such certification shall not diminish CLEC's obligation to comply with the criteria or certification requirements set forth in this Section 6.

6.5.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T CALIFORNIA**.**

6.6 In addition to any other audit rights provided for in the Agreement and those allowed by law, AT&T CALIFORNIA may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 6. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T CALIFORNIA's written notice that an audit will be performed for that State, subject to Section 6.6.4 of this Section.

6.6.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

6.6.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

6.6.3 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.

6.6.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit did not meet the criteria in Section 6. In addition, CLEC must promptly convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T CALIFORNIA. If CLEC fails to promptly convert the UNE or UNE combination or Commingled Arrangement, AT&T CALIFORNIA may initiate and affect such conversion on its own.

6.6.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6, CLEC must reimburse AT&T CALIFORNIA for the cost of the independent auditor.

6.6.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6, AT&T

CALIFORNIA must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

6.6.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, pursuant to Section 6.2.

6.7 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 6 in all cases and, further, the failure of AT&T CALIFORNIA to require such compliance, including if AT&T CALIFORNIA provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 6, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

7.0 Routine Network Modifications – TRO Clarifications

7.1 AT&T CALIFORNIA shall make all routine network modifications, as defined by 47 CFR §§319(a)(8) and 319(e)(5), to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. AT&T CALIFORNIA shall perform routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

7.2 A routine network modification is an activity that AT&T CALIFORNIA regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T CALIFORNIA ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that AT&T CALIFORNIA does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. AT&T CALIFORNIA will place drops in the same manner as it does for its own customers.

7.3 Routine network modifications do not include constructing new loops; installing new cable**;** securing permits or, rights-of-way; constructing and/or placing new manholes, or conduits; or installing new terminals. AT&T CALIFORNIA is not obligated to perform those activities for a requesting telecommunications carrier.

7.4 AT&T CALIFORNIA shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T CALIFORNIA's retail customers.

7.5 AT&T CALIFORNIA will impose only non-recurring charges for Routine Network Modifications and only in instances where costs relating to such Routine Network Modifications are not already recovered through existing, applicable recurring and non-recurring rates or charges**.** Charges for Routine Network Modifications shall include non-recurring direct time and material costs of each modification, plus overhead allocation consistent with that applicable to UNEs. Prior to beginning work on any Routine Network Modification, AT&T CALIFORNIA shall notify CLEC, in writing, of the need for such a modification. If a Routine Network Modification is subject to additional charges, CLEC will be given the option of either canceling the order or requesting a price quote for the required Routine Network Modification. If CLEC requests a price quote, AT&T CALIFORNIA will not proceed with the Routine Network Modification before receiving an affirmative written response from CLEC. Upon accepting the price quote, CLEC shall be required to pay for the Routine Network Modification, if the order is subsequently cancelled; provided, however, that no charges shall apply if CLEC cancels its order prior to AT&T CALIFORNIA beginning such modification. ICB rates shall apply to Routine Network Modifications unless and until the Parties negotiate specific rates for such Routine Network Modifications or until specific rates are otherwise established for such Routine Network Modifications through applicable state commission proceedings.

8.0 Access to Local Loop

8.1 Subject to Section 8.2 below, AT&T CALIFORNIA is prohibited from engineering the transmission capabilities of their loops in a way that would disrupt or degrade the local loop UNEs (either hybrid loops or stand-alone copper loops) provided to CLEC. AT&T CALIFORNIA shall not engage in any policy, practice, or procedure, that disrupts or degrades access to the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC may obtain or has obtained access pursuant to this Agreement, including this Amendment, provided, however, that nothing herein shall obligate AT&T CALIFORNIA to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

8.2 Notwithstanding anything to the contrary in the Agreement, as amended hereby, nothing herein shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

8.3 "Hybrid Loops." AT&T CALIFORNIA will provide CLEC with access to hybrid loops in accordance with 47 C.F.R. §51.319(a)(2)**.** A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

8.3.1 Packet switching facilities, features, functions, and capabilities. AT&T CALIFORNIA is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching

capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

8.3.2 Broadband services. When CLEC seeks access to a hybrid loop for the provision of broadband services, AT&T CALIFORNIA shall provide CLEC with nondiscriminatory access to the time division multiplexing-based (TDM based) features, functions, and capabilities of that hybrid loop including DS1 or DS3 capacity (where impairment has been found to exist) regardless of the type of loop architecture (e.g., NGDLC, UDLC, IDLC) on an unbundled basis to establish a complete transmission path between the AT&T CALIFORNIA central office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

8.3.3 Narrowband services. For narrowband access, AT&T CALIFORNIA shall provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

9.0 TRO Remand-Declassified Elements (Mass Market Unbundled Local Switching and UNE-P) and Transition Period

9.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the *TRO Remand Order*, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P") at UNE rates. Accordingly, pursuant to Rule 51.319(d)(2)(iii), although AT&T CALIFORNIA shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers for the transition period specified in Section 9.2 below, beginning on March 11, 2005, the price for Mass Market ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable State Commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS and UNE-P, plus one dollar.[4] For purposes of this Amendment, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) CLEC shall be fully liable to AT&T CALIFORNIA to pay such pricing under this Amendment, including applicable terms and conditions governing failure to comply with

[4] To the extent that the State Commission order raises some rates and lowers others for the aggregate combination of loops, shared transport, and switching (i.e. UNE-P), [AT&T CALIFORNIAAT&T CALIFORNIA] may adopt either all or none of these UNE platform rate changes.

payment terms, notwithstanding anything to the contrary in the Agreement. AT&T CALIFORNIA's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 9 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P , and subject to this Section 9, AT&T CALIFORNIA shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement**,** and only to the extent the features are "loaded" and "activated" in the switch.

9.1.1 For purposes of this Amendment, the term "embedded base" shall mean Mass Market ULS or Mass Market UNE-P ordered by CLEC from AT&T CALIFORNIA prior to March 11, 2005, except in states where the applicable public utilities commission has in a final order of general applicability interpreted the meaning of "embedded base" differently. Subject to its rights under Section 12.6, AT&T CALIFORNIA shall comply with such final orders.

9.2 In order to complete the transition of CLEC's embedded base of Mass Market ULS and Mass Market UNE-P arrangements by March 11, 2006, CLEC will begin issuing the appropriate orders to either disconnect such arrangements or convert to an alternative service arrangement (such as a Total Services Resale (TSR)) beginning no later than January 3, 2006 in accordance with the applicable procedures outlined in the AT&T CLEC Online Handbook. For those CLEC Mass Market ULS/UNE-P embedded base lines remaining in place on January 3, 2006, CLEC must issue orders to either disconnect those lines or convert those lines to an alternative service arrangement in accordance with the applicable procedures outlined in the AT&T CLEC Online Handbook. CLEC must complete such disconnects or conversions on an evenly-distributed daily basis between January 3, 2006 and March 3, 2006. For example, but not by way of limitation, if CLEC has 60 Mass Market ULS/UNE-P lines in place on January 3, 2006, CLEC must submit orders with the requisite due dates such that AT&T CALIFORNIA is able to complete the disconnection or conversion to an alternative service arrangement of one CLEC embedded base line per day beginning January 3, 2006 and continuing through March 3, 2006.

9.2.1 To the extent any CLEC embedded base Mass Market ULS/UNE-P lines remain in place at the conclusion of the twelve (12) month transition period, AT&T CALIFORNIA, without further notice or liability, will re-price such arrangements to market based rates.

9.3 AT&T CALIFORNIA shall provide CLEC with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T CALIFORNIA shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA shall coordinate it with CLEC's representatives to accomplish this goal.

9.4 Sections 9.1 and 9.2, above, apply and are operative regardless of whether CLEC is requesting Mass Market ULS or Mass Market UNE-P under the Agreement as amended by this Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

10.0 TRO Remand Declassified Elements (High-capacity Loop and Transport) and Transition Period

10.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the *TRO Remand Order*, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

(i) Dark Fiber Loops;

(ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

(iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

(iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Element(s)."

10.2 Intentionally left blank.

10.2.1 In connection with access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), AT&T CALIFORNIA has identified Tier 1 and Tier 2 wire centers in accordance with the criteria set forth in 47 CFR § 51.319(e)(3). In connection with access to unbundled DS1 and DS3 loops pursuant to 47 CFR § 51.319(a), AT&T CALIFORNIA has identified wire centers in accordance with the criteria set forth in 47 CFR §§ 51.319(a)(4) and (a)(5). AT&T CALIFORNIA has posted a listing of all such identified wire centers to its CLEC Online website. AT&T CALIFORNIA will provide thirty (30) days advance notice to CLEC prior to posting updates to its non-impaired wire center listing.

10.2.1.1If the number of fiber-based collocators in, and/or the number of business lines served by, a wire center rises such that the classification of that wire center (i) as Tier 1, 2 or 3 would change, for purposes of access to unbundled dedicated transport pursuant to 47 CFR § 51.319(e), or (ii) changes for purposes of access to unbundled DS1 or DS3 loops pursuant to 47 CFR § 51.319(a), AT&T CALIFORNIA may post to its wire center list at the CLEC On-Line website and shall provide notice to all CLECs in an Accessible Letter, identifying each wire center affected, whether the wire center is affected for purposes of access to unbundled dedicated transport or unbundled DS1/DS3 loops. Such notices will be provided to CLECs each time AT&T CALIFORNIA

updates a wire center list posted on its CLEC Online website pursuant to this Section 10.2.1.

10.2.2 CLEC shall undertake a reasonably diligent inquiry to determine whether a new order for DS1, DS3 or Dark Fiber Transport or DS1 or DS3 Loop(s) (not part of CLEC's embedded base) is disallowed by the criteria set forth in Section 10.1, above, prior to submitting its order to AT&T CALIFORNIA and self-certify in writing to AT&T CALIFORNIA prior to submitting its order that based on its reasonable inquiry the order satisfies such criteria. If CLEC makes such self-certification in writing, and to the extent (a) such self-certification is not contrary to a previous finding by the FCC or state commission (or other similar finding) of non-impairment for that element in the applicable wire center and (b) and such elements are otherwise available under this Agreement, including this Amendment, AT&T CALIFORNIA shall provision (even if AT&T CALIFORNIA disputes CLEC's self-certification) the requested DS1 or DS3 loop or transport or Dark Fiber transport in accordance with CLEC's order and within AT&T CALIFORNIA's standard ordering interval applicable to such facilities and, if it desires to do so, AT&T CALIFORNIA may dispute the self-certification and associated orders pursuant to Section 10.2.2.1, below. CLEC must remain in compliance with its self-certification for so long as CLEC continues to receive the aforementioned facilities and/or services from AT&T CALIFORNIA and promptly notify AT&T CALIFORNIA of any non-compliance. If AT&T CALIFORNIA's wire center list changes, such that facilities in use by CLEC are no longer available as Unbundled Network Elements, pursuant to 47 CFR §§ 51.319(a) or (e), then the parties such follow the process set forth in Section 10.3.

10.2.2.1 Disputes regarding CLEC's compliance with Section 10.2.2 shall be addressed through the dispute resolution process set out in the Agreement or any available FCC or State Commission processes or proceedings designed to review and approve AT&T CALIFORNIA's non-impairment designation(s). If the Parties determine through informal dispute resolution, or the applicable State Commission determines in an arbitration or otherwise after formal dispute resolution, or it is otherwise determined by the FCC or State Commission, or other regulatory or legal body or court of competent jurisdiction that CLEC was not entitled to the provisioned facility pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, the rates paid by CLEC for the affected facility shall be subject to true-up to an equivalent month-to-month special access rate as of the later of the date (i) upon which AT&T CALIFORNIA was no longer required to provide access to the provisioned element pursuant to 47 CFR §§ 51.319(a) or (e), as applicable, or (ii) billing began for the provisioned element. In addition, CLEC shall be required to issue an order to disconnect or to transition from the UNE facility to another service within 90 days after the determination. If CLEC does not issue an order to disconnect or to transition the facility within the 90 day period, then AT&T CALIFORNIA may transition the facility to a month-to-month special access arrangement.

10.2.2.2 In the event of a dispute following CLEC's self-certification pursuant to Section 10.2.2 above, upon reasonable request by the FCC, state Commission or AT&T CALIFORNIA, CLEC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its self-certification as being consistent with the requirements of the FCC's TRRO, only to the extent necessary to substantiate its self-certification. Upon reasonable request by the FCC, state Commission or CLEC, AT&T CALIFORNIA will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its classification of wire centers as Tier 1 or Tier 2 with respect to unbundled dedicated transport, and its classification of wire centers with respect to unbundled DS1/DS3 loops, only to the extent necessary to justify the classification.

10.2.3 Accordingly, pursuant to Rules 51.319(a) and (e), although AT&T CALIFORNIA shall continue to provide CLEC's embedded base of the Affected Element(s) for the transition period specified in Section 10.3 below, if and as provided by the Agreement, beginning on March 11, 2005, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%.* To the extent the State Commission raises some rates and lowers others for high capacity loops, AT&T CALIFORNIA may adopt either all or none of these high capacity loop rate changes. To the extent the State Commission raises some rates and lowers others for dedicated transport, AT&T CALIFORNIA may adopt either all or none of these dedicated transport rate changes. CLEC shall be fully liable to AT&T CALIFORNIA to pay such pricing under the Amendment, including applicable terms and conditions governing failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

10.2.4 For purposes of this Amendment, the term "embedded base" shall mean Affected Elements properly ordered by CLEC prior to March 11, 2005.

10.3 For any Affected Elements, CLEC will issue the appropriate orders to disconnect or convert to an analogous access service (including special access service purchased pursuant to any Optional Payment Plan ("OPP") or other agreement providing for term or volume discounts between CLEC and AT&T CALIFORNIA, subject to the terms and conditions of such OPP or other agreement.); provided, however, AT&T CALIFORNIA and CLEC shall mutually agree on a transition schedule for completing the work on such orders to ensure an orderly transition of CLEC's embedded base Affected Element customers to be completed by the end of the transition period defined in the TRO Remand Order (12 or 18 months—March 11, 2006 or September 11, 2006 from the TRO Remand Order's effective date as applicable). Any charges applicable to the OPP or other arrangement shall apply as of that order completion date for such conversion and be reflected in the next available billing cycle.

10.3.1 To the extent AT&T CALIFORNIA modifies the Wire Center List pursuant to Section 10.2.1 of this Amendment, so that additional wire centers/routes/buildings are non-impaired, the Parties agree to work together to develop a mutually agreeable conversion schedule, taking in to consideration the number and location of facilities to be converted not to exceed the later of (i) 90 days or (ii) the applicable FCC transition period(s) specified above.

10.3.2 For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to AT&T CALIFORNIA by the end of the eighteen (18) month transition period. If CLEC fails to comply with this section, AT&T CALIFORNIA, without further notice or liability may disconnect and reclaim the facilities.

10.3.3 To the extent that there are CLEC embedded base Affected DS1 or DS3 High-Capacity Loops or Dedicated Transport in place at the conclusion of the 12-month transition period, AT&T CALIFORNIA, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.

10.4 AT&T CALIFORNIA shall provide CLEC with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T CALIFORNIA shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA shall coordinate it with CLEC's representatives to accomplish this goal.

10.5 Sections 10.3.1 and 10.3.2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s) under the Agreement, including this Amendment or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement, including this Amendment or not.

10.6 Mass Market ULS, Mass Market UNE-P and the Affected Elements are sometimes collectively referred to in this Amendment as "TRO Remand-Declassified Elements."

11.0 Notice and Transition for Declassified TRO Elements

11.1 With the exception of the TRO Remand Declassified Elements for which the FCC has defined a transition period as set forth in Sections 9.2 and 10.3, this Section sets forth the Notice and Transition Processes for Declassified TRO Elements.

11.1.1 AT&T CALIFORNIA is not required to provide the element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under this Agreement, including this Amendment, and the following notice and transition procedure shall apply. CLEC's ability to Commingle a facility or service previously acquired as a UNE with a UNE or Combination of UNEs is limited as set forth in Sections 4, 5, and 6.

11.2 AT&T CALIFORNIA will provide written notice to CLEC of the fact that the network element(s) and/or the combination or other arrangement in which the network element(s) had been previously provided on an unbundled basis is no longer required to be provided. During a transitional period of thirty (30) days from the date of such notice, AT&T CALIFORNIA agrees to continue providing such network element(s) pursuant to the terms and conditions of the underlying Agreement.

11.2.1 Upon receipt of such written notice, CLEC will cease new orders for such network element(s) that are identified in the AT&T CALIFORNIA notice letter. AT&T CALIFORNIA reserves the right to monitor, review, and/or reject CLEC orders transmitted to AT&T CALIFORNIA and, to the extent that the CLEC has submitted orders and such orders are provisioned after this thirty (30)-day transitional period, such network elements are still subject to this Section 11.2.1, including the CLEC options set forth in Section 11.2.2 below, and AT&T CALIFORNIA's right of conversion in the event the CLEC options are not accomplished by the end of the 30-day transitional period.

11.2.2 During such thirty (30) day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the AT&T CALIFORNIA notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

(ii) AT&T CALIFORNIA and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 11.2.2(i), above, and if CLEC and AT&T CALIFORNIA have failed to reach agreement, under Section 11.2.2(ii), above, as to a substitute service arrangement or element, then AT&T CALIFORNIA will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale service under the Parties' Agreement or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

11.3 AT&T CALIFORNIA shall provide CLEC with the requested conversions with any disruption to the end user's services reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T CALIFORNIA shall accomplish such conversions to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T CALIFORNIA shall coordinate it with CLEC's representatives to accomplish this goal.

12.0 Miscellaneous

12.1 Except as otherwise provided in this Amendment, the Parties acknowledge the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. Accordingly, each of the rights and obligations set forth in this Amendment is cumulative and is in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

12.2 EXCEPT AS MODIFIED HEREIN OR AS OTHERWISE LATER AGREED BY THE PARTIES IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES, 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.

12.3 This Amendment shall be effective as of March 11, 2005[5] subject to any necessary commission approval ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

12.4 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment.

12.5 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.

12.6 By entering into this Amendment to obtain the benefits set forth herein in whole or in part, each Party expressly waives its right to challenge the terms of the Agreement as amended by this Amendment, in any judicial, dispute resolution or regulatory proceeding, except that each Party expressly reserves the right to (i) to challenge or support any determination by a state or federal regulatory or legislative bodies or courts of competent jurisdiction relating to the definition and/or scope of the term "embedded base" in Section 9.1.1 of this Amendment or (ii) to seek clarification or interpretation of the terms of this Agreement, including this Amendment, through the dispute resolution process established by the State Commission or challenge in any judicial, dispute resolution or regulatory proceeding regarding the interpretation of this Agreement or any agreement containing the same or substantially similar language to this Agreement, including this Amendment; such right to seek clarification or interpretation or challenge the

[5] AT&T agrees that AT&T CALIFORNIA may bill the transition rates set forth in Sections 9.1 and 10.2.3 [need to make sure these numbers are correct after renumbering] effective March 11, 2005, but AT&T CALIFORNIA agrees that payment of the increase in rates reflected in such provisions (and billed prior to execution of this Amendment) is not due under the terms of the Agreement until thirty (30) days after this Amendment is fully executed by the Parties.

interpretation also includes the right to appeal the final judicial, dispute resolution or regulatory decision and to continue to pursue pending appeals. When a final decision is rendered by the appellate court, the affected contract provision shall be revised to reflect the result of such appeal. Any dispute between the Parties regarding the manner in which this Agreement, including this Amendment should be modified to reflect the effect of the appellate court decision shall be resolved by the State Commission. Neither Party waives any legal argument, position, or assertion whatsoever in future arbitrations except CLEC waives its right to advocate in future arbitrations that AT&T CALIFORNIA's voluntarily agreed and/or extended the terms and conditions of the Agreement.

EXHIBIT 1

[Date]

Mr./Ms _____
VP AT&T California Account Management
[AT&T California fill in remaining address information]

Re: High Capacity EEL Certification

Dear _____:

As you are aware, Access One, Inc., ("CLEC") operate under interconnection agreements with AT&T California entities in the AT&T California ILEC state territory (the ICA). With this letter CLEC confirms that it has implemented procedures such that CLEC hereby certifies that any and all orders CLEC submits for high capacity EELs, meet the Mandatory Eligibility Criteria set forth in Section 6.2 of those certain amendments, dated on or about _____, to the ICA.

Should you have any questions, please contact _____.

Sincerely,

[Print Name]
[Title]

AMENDMENT NO. __
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ACCESS ONE, INC.

The Interconnection Agreement, effective January 1, 2004, ("the Agreement") by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T CALIFORNIAAT&T CALIFORNIA") and Access One, Inc. ("CLEC") is hereby amended as follows:

(1) Article 10, Resale At Wholesale Rates--Section 251(c)(4), is amended to hereby add the following Sections 10.2 and 10.3:

10.2 OS/DA Call Branding

10.2.1 AT&T CALIFORNIA will brand OS/DA in CLEC's name.

CLEC will provide AT&T CALIFORNIA with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services.

10.2.2 Branding Load Charges:

10.2.2.1 An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by AT&T CALIFORNIA on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

10.3 Branding

10.3.1 CLEC is free to brand the Resale services that AT&T CALIFORNIA provides to CLEC under the provisions of this Agreement. AT&T CALIFORNIA will not brand such Resale services provided to CLEC under this Agreement as being AT&T CALIFORNIA's services, although certain AT&T CALIFORNIA retail services that utilize electronic branding are subject to the further provisions of Section 10.3.1.1 below.

10.3.1.1 AT&T CALIFORNIA offers certain retail services that utilize electronic branding to designate the services as AT&T CALIFORNIA's retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC customers, CLEC may request AT&T CALIFORNIA to rebrand such services as

[1] Pacific Bell Telephone Company (previously referred to as "Pacific Bell" or "SBC CALIFORNIA" or "PacBell" or "AT&T CALIFORNIA" or "SBC") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

CLEC services or to offer them without a brand. AT&T CALIFORNIA will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse AT&T CALIFORNIA for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by AT&T CALIFORNIA as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, AT&T CALIFORNIA agrees to reimburse CLEC for a reasonable portion of its costs. CLEC's name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

10.3.2 CLEC will provide the exclusive interface to CLEC Customers in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where AT&T CALIFORNIA personnel interface directly with CLEC customers in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.

10.3.3 Branding provisions concerning AT&T CALIFORNIA's furnishing of all forms, business cards or other business materials to CLEC customers in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in this Article and Article 33 of this Agreement.

10.3.4 CLEC will not, without AT&T CALIFORNIA's written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T CALIFORNIA or it's affiliates.

(2) The Pricing Schedule is hereby amended by adding the rates as shown in Attachment A for the service provided hereunder.

(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, the Parties acknowledge and agree that neither Party is waiving 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 (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 but not limited to its intervening law rights relating to the following actions, which the Parties may have not yet fully incorporated in this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535

U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248)(rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's 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 the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); the FCC's Order *In the Matter of Petition for Declaratory Ruling that CLEC's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004); the FCC's Order *In the Matter of Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. §160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171 (Order No. FCC 04-241)(rel. October 18, 2004); and the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

(6) This Amendment shall be filed with and is subject to approval by the California Public Utilities Commission ("CPUC"), but shall become effective upon execution by both Parties.

CALIFORNIA	AT&T Recurring Monthly	AT&T Nonrecurring
Operator Services		
Branding - Other		
- Initial/Subsequent Load per switch		$ 1,800.00
- Per Call	$0.03	

AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 BETWEEN PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA AND ACCESS ONE, INC.

The Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California") and Access One, Inc. ("Access One") ("Agreement") effective in the state of California is hereby amended as follows:

1. Section 1.2 of Article 1 General Terms and Conditions is amended by adding the following section:

   1.2.2.2 Notwithstanding anything to the contrary in this Section 1.2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from March 11, 2007 until March 11, 2010 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Access One, 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.

2. The Agreement is also amended as follows to reflect prior changes of law, including, without limitation, the following:

   On February 25, 2005, AT&T Illinois filed a complaint and motion for preliminary injunction in federal district court for the Northern District of Illinois (case No. 05-C-1149) requesting that Court enjoin the Illinois Commerce Commission from enforcing the provisions of Section 13-801 of the Illinois Public Utilities Act ("PUA"), as interpreted by the June 11, 2002 Order in Docket 01-0614, the Order itself and the implementing tariffs, insofar as they would require AT&T Illinois to provide unbundled access to certain network elements and combinations of network elements, including local switching, 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*. CLEC acknowledges that under Illinois law, as established in *Illinois Bell v. Access One*, Case No. 05-C-1149, Orders dated September 29, 2006 and April 17, 2007, AT&T Illinois has no obligation under Section 13-801 of the PUA to: (1) unbundle local circuit switching, switching-related elements, OCn-level loops, OCn-level dedicated transport, dark fiber loops, entrance facilities, and feeder subloops; (2) furnish CLECs with preexisting combinations of such network elements or combine such network elements for CLECs; (3) unbundle splitters; or (4) provide terminating access on an unbundled basis or unbundled the terminating switch.

   To the extent the Court enjoins enforcement of other AT&T Illinois obligations under Section 13-801 to provide network elements or methods of interconnection, or if AT&T Illinois' 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 AT&T Illinois shall no longer be required to provide such Section 13-801 network elements under the Agreement and this Amendment.

3. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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 be filed with and is subject to approval by the Public Utilities Commission of the State of California and shall become effective ten (10) days following approval by such Commission.

EXHIBIT 4

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ACCESS ONE, INC.

WHEREAS, this 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 Pacific Bell Telephone Company d/b/a AT&T California ("AT&T CALIFORNIA") and Access One, Inc. ("CLEC") (collectively, the "Parties**");**

Now, therefore, the Parties agree as follows:

1. The Agreement is amended to replace the Article 10 Resale At Wholesale Rates-Section 251(c)(4) to such Agreement with the Article 10 Resale, which is attached hereto and incorporated herein by this reference.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement**,** but rather shall be coterminous with the underlying Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("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"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T CALIFORNIA shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and

CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T CALIFORNIA has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T CALIFORNIA state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T CALIFORNIA's right to exercise its option at any time to adopt on a date specified by AT&T CALIFORNIA the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

ARTICLE 10
RESALE

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ARTICLE 10

RESALE

10.1 INTRODUCTION

10.1.1 This Article sets forth terms and conditions for Resale Services provided by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T CALIFORNIA") (only to the extent that it provides Telephone Exchange Services as an ILEC in California), and Access One, Inc. ("ACCESS ONE") (an Illinois corporation having an office at 820 W. Jackson, Ste. 650, Chicago, Illinois 60607).

10.2.1 The prices at which AT&T agrees to provide ACCESS ONE with Resale Services are contained in this Article 10, the "Resale Pricing Schedule", and/or the applicable Commission ordered tariff.

10.2 DEFINITIONS

Capitalized Terms used in this Article 10 only shall have the respective meanings specified below and /or as defined elsewhere in this Article 10.

10.2.1 General Definitions

10.2.1.1 **Act** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47U.S.C.

10.2.1.2 **Agreement** means the entire Interconnection Agreement between Access One and AT&T CALIFORNIA of which this Article 10 is a part of.

10.2.1.3 **Applicable Law** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties of the subject matter of this Agreement, including without limitation the rules and orders of the FCC and the Commission.

10.2.1.4 **As Defined in the Act** means as specifically defined by the Act.

10.2.1.5 **As Described in the Act** means as described in or required by the Act.

10.2.1.6 **Business Day** means Monday through Friday, excluding holidays on which AT&T CALIFORNIA does not provision new retail services and products.

10.2.1.7 **Commission** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term "Commission" means the Illinois Commerce Commission.

10.2.1.8 Intentionally left blank.

10.2.1.9 **End User** means a third party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User" does not include any of the Parties to this Agreement with respect to any item or service obtained by this Article.

10.2.1.10 **FCC** means the Federal Communications Commission.

10.2.1.11 **Intentionally left blank**.

10.2.1.12 **Resale Notification** means any notifications, accessible letters or advices distributed by AT&T CALIFORNIA regarding any Telecommunications Service or promotional offerings that

AT&T CALIFORNIA is required to make available to ACCESS ONE for resale As Described in the Act, and as required by Applicable Law.

10.2.1.13 **Resale Services** means any Telecommunications Services AT&T CALIFORNIA provides at retail to subscribers that are not telecommunications carriers As Described in the Act that is required to be resold under Applicable Law. As used in this Agreement, Resale Services specifically include but are not limited to those Telecommunications Services that are available under a Resale Tariff, Resale Notification and any ICB required to be resold under Applicable Law and this Agreement.

10.2.1.14 **Resale Tariff** means the state-specific tariff then in effect that governs AT&T CALIFORNIA's resale of tariffed Resale Services.

10.2.1.15 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

10.2.1.16 **AT&T CALIFORNIA** - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, the applicable AT&T-owned ILEC doing business in California.

10.2.1.17 **Telecommunications Service** is as Defined in the Act.

10.3 INTERPRETATION, CONSTRUCTION AND SEVERABILITY

10.3.1 Affiliates. The Parties acknowledge and agree that this Article incorporates certain provisions, including Sections 10.4.9.1, 10.4.23.2, set forth herein and noted with asterices ("the Non-Voluntary Terms"), into the Article that were ordered by the ICC ("Decisions") and are being provided to ACCESS ONE as a result of such Decisions. The Parties have identified some but not all of the Non-Voluntary Terms, and no Party's rights under this paragraph shall be prejudiced in the event a Non-Voluntary Term or Decision is not so designated herein. The Parties further acknowledge and agree that the Non-Voluntary Terms in this Article are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decisions or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be deleted or renegotiated, as applicable and consistent with such Decision, in good faith and that the Agreement be amended accordingly. If such modifications to the Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decisions and constitute arbitration results, the Non-Voluntary Terms contained in this Article shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Term.

10.3.2 State Specific Rates, Terms and Conditions

10.3.2.1 For ease of administration, this Article contains certain specified rates, terms and conditions that apply only in the state of California ("state specific terms"). To the extent that this Article contains specified rates, terms and conditions which apply only in California, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Article is submitted for approval under Section 252(e) of the Act.

10.3.2.2 State specific terms, as the phrase is described in Section 10.3.2.1 above, have been negotiated (or in the case of 10.3.1 above, included in the Article per state requirement) by the Parties only as to the state where this Article has been executed, filed and approved. When the Parties negotiate an Article for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

10.3.3 Successor Rates. Certain of the rates, prices and charges have been established by the Commission in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Resale Services, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered, except as provided in Section 10.5.3.3.1). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 1.9 of the Agreement.

10.3.4 Conflict in Provisions. In the event of a conflict between the provisions of this Article and the Act, the provisions of the Act shall govern.

10.3.5 Incorporation by Reference. The terms of this Article, and every Resale Service, function, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in this Article 10 and or the appendices/schedules to this Article which are legitimately related to such Resale Service, function, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Resale Service, function, product or service provided hereunder.

10.3.6 Tariff References

10.3.6.1 Wherever any tariff provision or rate is incorporated, cited or quoted herein, it is understood that said cite encompasses any revisions or modifications of said tariff.

10.3.6.2 AT&T CALIFORNIA reserves the right to withdraw its tariffs in accordance with Applicable Law.

10.3.6.3 State-specific terms, as the phrase is described in Section 10.3.2.1 above, have been negotiated (or in the case of 10.3.1 above, included in the Appendix per state requirement) by the Parties only as to the states where this Appendix has been executed, filed and approved. When the Parties negotiate an Appendix for an additional state, neither Party shall be precluded by any language in this Appendix from negotiating state-specific terms for the state in which they are to apply.

10.4. GENERAL RESPONSIBILITIES OF THE PARTIES

10.4.1 AT&T CALIFORNIA will provide ACCESS ONE with Resale Services in accordance with section 251(c)(4) of the Act and consistent with the General Terms and conditions of this Agreement, this Article 10, any Resale Tariff, any Resale Notification, any ICB required to be resold under Applicable Law and this Agreement, and any appendix or schedule referenced herein, to the extent required by Applicable Law.

10.4.2 AT&T CALIFORNIA shall make the Resale Services available to ACCESS ONE on terms and conditions that are reasonable and nondiscriminatory in accordance with section 251(c)(4)(B) of the Act and Applicable Law.

10.4.3 Except as otherwise expressed herein, consistent with AT&T CALIFORNIA's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, ACCESS ONE may resell

any Telecommunications Services offered at retail by AT&T CALIFORNIA at the discount set forth in this Article 10 and its appendices/schedules.

10.4.4 Unless otherwise noted in this Agreement, AT&T CALIFORNIA will make available the Resale Services to ACCESS ONE at the applicable rates and/or subject to the appropriate wholesale discount(s) prescribed by the Commission, including those applicable rates and/or discounts referenced in the Resale Tariff, Resale Notification or as otherwise set forth in this Article 10 and its appendices or schedules.

10.4.5 Aggregation. AT&T CALIFORNIA will offer aggregation for the purpose of reselling volume discount offerings where consistent with orders, which impact ACCESS ONE on a general basis such as state rulemaking proceedings and the First Report and Order. .

10.4.6 Grandfathered Services are available per appropriate state specific tariff to ACCESS ONE for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T CALIFORNIA provides the service, either at retail or through resale. Migrations of CLEC End Users to a replacement service or an extension of grandfathered services to additional locations or lines shall be in parity with AT&T CALIFORNIA End Users.

10.4.7 Promotions

10.4.7.1 AT&T CALIFORNIA will make available Long Term Promotions to ACCESS ONE for resale (i) at the retail promotional rate less the applicable state-specific wholesale discount and (ii) as of the first date AT&T CALIFORNIA retail makes such Long Term Promotions available to its retail End Users. Except and to the extent as otherwise required by Applicable Law, AT&T need not make available Short Term Promotions to ACCESS ONE for resale. As used herein, a "Short Term Promotion" is a promotional offering (i) of a Telecommunications Service (as defined in the Act) that (A) AT&T CALIFORNIA provides at retail to subscribers that are not telecommunications carriers and (B) that AT&T CALIFORNIA is required to resell pursuant to Section 251(c)(4) of the Act and (ii) which (A) is offered for a period of ninety (90) days or less, and (B) no benefit can be realized by the End User more than ninety (90) days after the promotional offering is taken by the End User if such offering is for ninety (90) days or less, and (iii) is not used to evade the obligation to offer Long Term Promotions for resale, for example, by making available a sequential series of ninety (90) day promotions. A promotional offering that meets the definition under (i)(A) and (i)(B) above for Short Term Promotions but which is not a Short Term Promotion is referred to herein as a "Long Term Promotion". AT&T CALIFORNIA agrees to provide ACCESS ONE notice of Long Term Promotions via a Resale Notification as required by Applicable Law or, absent any requirement, not less than thirty (30) calendar days before such promotions are generally offered to AT&T CALIFORNIA retail End Users. Except as otherwise required by Applicable Law, AT&T CALIFORNIA need not provide notice to ACCESS ONE of any Short Term Promotions.

10.4.7.2 Promotions of ninety (90) days or less, subject to the restrictions in 10.4.7.1 above, are not available to ACCESS ONE for resale.

10.4.7.3 Promotions of ninety-one (91) days or more are available to ACCESS ONE for resale and at the applicable wholesale discount.

10.4.8 Eligibility Certification. When ordering a Resale Service that has an eligibility requirement, including a "save" or "winback" promotional offering, ACCESS ONE will maintain in its files (and provide to AT&T CALIFORNIA upon reasonable request) evidence sufficient to establish that ACCESS ONE's End Users are eligible for such promotion ("Eligibility Certification") and ACCESS ONE shall maintain records of such Eligibility Certification for the term of its relationship with the End User and for one (1) year thereafter. ACCESS ONE shall be able to resell "save" and "winback" offerings in parity with AT&T CALIFORNIA's retail offering, so that, for example, when eligibility and certification requirements refer to AT&T CALIFORNIA's End Users who have received an offer from, or have left AT&T

CALIFORNIA and are currently being served by, a "competitive local exchange carrier", when applied to ACCESS ONE said requirements shall mean ACCESS ONE's End Users who have received an offer from, or have left ACCESS ONE and are currently being served by, another local exchange carrier (facilities-based, including AT&T CALIFORNIA, resale, UNE-CLEC's, and CLEC's selling under agreements comparable to "Local Wholesale Complete".)

10.4.9 Termination Penalty Calculations

10.4.9.1 Intentionally left blank.

10.4.10 Except as otherwise expressly provided herein, for Telecommunications Services included within this Article that are offered by AT&T CALIFORNIA to AT&T CALIFORNIA's End Users through tariff(s), the rules and regulations associated with AT&T CALIFORNIA's retail tariff(s) shall apply when the services are resold by ACCESS ONE, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T CALIFORNIA to its End Users.

10.4.11 ACCESS ONE shall only sell Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with applicable state and federal laws, rules, regulations and Commission orders.

10.4.12 Except where otherwise explicitly permitted in AT&T CALIFORNIA's corresponding retail tariff(s), ACCESS ONE shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

10.4.13 ACCESS ONE shall only resell services furnished under this Article to the same category of End User(s) to whom AT&T CALIFORNIA offers such services (for example, residence service shall not be resold to business End Users).

10.4.13.1 ACCESS ONE may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent ACCESS ONE resells services that require certification on the part of the End User, ACCESS ONE shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the Public Utilities Commission of the State of California and the state specific AT&T CALIFORNIA tariffs.

10.4.14 AT&T CALIFORNIA LifeLine and Link-Up services are not available for resale.

10.4.15 ACCESS ONE is exclusively responsible for all aspects of any similar ACCESS ONE-offered program, including ensuring that any similar ACCESS ONE-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of ACCESS ONE's End User or applicants are eligible to participate in such programs, submitting ACCESS ONE's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

10.4.16 ACCESS ONE shall not use a resold service to avoid the rates, terms and conditions of AT&T CALIFORNIA's corresponding retail tariff(s).

10.4.17 ACCESS ONE shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that ACCESS ONE may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

10.4.18 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T CALIFORNIA federal and applicable state tariff(s) will apply to each local exchange line furnished to ACCESS ONE under this Article for resale.

10.4.19 To the extent allowable by law, ACCESS ONE shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to ACCESS ONE for resale. ACCESS ONE shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

10.4.20 AT&T CALIFORNIA shall provide the services covered by this Article subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. ACCESS ONE shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T CALIFORNIA as the incumbent local exchange carrier.

10.4.21 AT&T CALIFORNIA's services are not available at wholesale rates to ACCESS ONE for its own use or for the use of any of ACCESS ONE's affiliates and/or subsidiaries or the use of ACCESS ONE's parent or any affiliate and/or subsidiary of ACCESS ONE's parent company, if any.

10.4.22 Assumption of Contracts.

10.4.22.1 AT&T CALIFORNIA retail contracts may be assumed unless expressly prohibited by this Article 10.

10.4.22.2 Contracts for grandfathered and/or sunsetted services may not be assumed.

10.4.22.3 Intentionally left blank.

10.4.23 Termination Liability for Assumed Contracts

10.4.23.1 If ACCESS ONE elects to terminate a AT&T CALIFORNIA retail contract which ACCESS ONE had previously assumed, ACCESS ONE will be assessed the applicable termination charges remaining unless ACCESS ONE elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount ACCESS ONE receives for the previously assumed but now terminated contract.

10.4.23.2* Term Liability Exception. If the Customer Service Record (CSR) for an End User obtained by ACCESS ONE fails to reflect the existence of a term liability penalty in a retail contract, including ICB contracts, and the existence of a term liability penalty is discovered after the End User switches to ACCESS ONE, then AT&T CALIFORNIA will allow, at the End User's request, the End User to re-establish service with AT&T CALIFORNIA under the terms of its original agreement and it will waive the assessment of term liabilities or other penalties in connection with its attempted change in service if the End User is released from its obligations by ACCESS ONE.

10.4.24 If ACCESS ONE is in violation of any provision of this Article 10, AT&T CALIFORNIA will notify ACCESS ONE of the violation in writing. Such notice shall refer to the specific provision being violated. ACCESS ONE will have thirty (30) calendar days to correct the violation and notify AT&T CALIFORNIA in writing that the violation has been corrected. AT&T CALIFORNIA will bill ACCESS ONE a sum equal (i) the charges that would have been billed by AT&T CALIFORNIA to ACCESS ONE or any Third Party but for the stated violation and (ii) the actual revenues ACCESS ONE billed its End User(s) in connection with the stated violation, whichever is greater. Should ACCESS ONE dispute the stated violation, ACCESS ONE must notify AT&T CALIFORNIA in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T CALIFORNIA and comply with Section 1.9 of the General Terms and Conditions of the Agreement to which this Article is attached. Resolution of any dispute by ACCESS ONE of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Article is attached.

10.5 TERMS, CONDITIONS, AND PRICING OF RESALE SERVICES

10.5.1 "As Is" Orders

10.5.1.1 Orders for Resale Services placed by ACCESS ONE to convert an existing account "as is" without any changes, additions or deletions requested by ACCESS ONE, may be submitted by ACCESS ONE in an "AS IS" format in accordance with AT&T-13STATE LSOR, and AT&T CALIFORNIA may not require ACCESS ONE to submit such an order in an "AS SPECIFIED" format to (1) accommodate any limitations AT&T CALIFORNIA's Operational Support Systems or Methods and Procedures may have to process such orders or (2) remove any features or products (e.g. optional calling plans) not made available for resale by AT&T CALIFORNIA.

10.5.1.2 When an End User converts existing service to ACCESS ONE resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in "Pricing Schedule Resale" or the applicable tariff and are applied per billable telephone number.

10.5.2 Orders for Conversion of Service

10.5.2.1 When an End User(s) subscribes to ACCESS ONE resold service, recurring charges for the service shall apply at the wholesale discount set forth in section 10.4.4 above. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

10.5.2.2 When ACCESS ONE converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. ACCESS ONE will be charged the applicable non-recurring service order charge per the Resale tariff.

10.5.2.3 For the purposes of ordering service furnished under this Article, each request for new service (that is, service not currently being provided to the End User on AT&T CALIFORNIA's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

10.5.2.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AT&T CALIFORNIA's network, without regard to the identity of that End User's non-facilities based local service provider of record.

10.5.3 ICB's

10.5.3.1 AT&T CALIFORNIA will make available ICBs for resale by ACCESS ONE at the rates, terms and conditions set forth in this Section 10.5.2. As used in this Agreement, an **"Individual Case Basis contract"** or **"ICB"** is a specific written contract between AT&T CALIFORNIA and an End User under which AT&T CALIFORNIA provides any Telecommunications Service or Telecommunications Services that is/are required to be resold under Applicable Law to such End User at a rate and/or on terms and conditions that differ from an AT&T CALIFORNIA retail tariff, including Telecommunications Services that are required to be resold under Applicable Law that are not offered under any AT&T CALIFORNIA retail tariff. ACCESS ONE shall not be entitled to resell non-Telecommunications Services from ICBs or otherwise.

10.5.3.2 In addition to assuming an ICB and reselling such ICB to the original End User that purchased such ICB from AT&T CALIFORNIA (the "Original End User"), ACCESS ONE may resell ICBs to Similarly Situated End Users other than the Original End User. ACCESS ONE may (i) assume an ICB for the remaining term only; or (ii) subject to the last two sentences of 10.5.2.1 above, resell an ICB to a Similarly Situated End User for the same term to end no later than the same month as the contract provided to the Original End User. As used herein, a "Similarly Situated End User" means an End User or an aggregation (subject to Section

10.4.5 above) of End Users who, as compared to the Original End User (i) are in the same class (i.e., residential versus business) and (ii) are able to comply with the volume commitment, termination liability, contract term and, if applicable, any Material Condition(s) of such ICB (e.g., the service or a feature or functionality of the service is available from a specific wire center only or the Original End User has a different network architecture or configuration which materially affects the cost to provide the service). As used herein, a "Material Condition" is a reasonable, non-discriminatory and narrowly tailored material justification that is the basis for the rates, terms and conditions extended to the Original End User.

10.5.3.3 AT&T CALIFORNIA will make available ICBs at the rates and on the terms and conditions prescribed above.

10.5.3.4 As of the Effective Date, AT&T CALIFORNIA will have provided ACCESS ONE all information necessary for ACCESS ONE to submit an order to resell ICBs to its End Users and AT&T CALIFORNIA will have implemented all necessary methods and processes to provision such orders for ICBs. Nothing herein shall require AT&T CALIFORNIA to develop and/or implement an electronic ordering and provisioning process, and AT&T CALIFORNIA shall have the right to handle such process manually, at its sole discretion.

10.5.3.5 AT&T CALIFORNIA provision of ICBs pursuant to this Section 10.5.3 is subject to the general provisions of Article 10 of the Agreement, when applicable

10.5.4 Intentionally left blank.

10.6 ANCILLARY SERVICES

10.6.1 911 Service shall be provided pursuant to Section 3.14 of *Article 3 - Interconnection.*

10.6.1.1 Intentionally left blank.

10.6.2 Intentionally left blank.

10.6.2.1 Intentionally left blank.

10.6.3 White Pages

10.6.3.1 Subject to AT&T CALIFORNIA's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T CALIFORNIA will include in appropriate White Pages directories the primary alphabetical listings of all ACCESS ONE End Users located within the local directory scope. The rules, regulations and AT&T CALIFORNIA practices are subject to change from time to time.

10.6.3.2 Additional Listing services as set forth in the applicable pricing schedule or tariff, may be purchased by Access One for its End Users on a per listing basis.

10.6.3.3 Except to the extent that they conflict with the terms for limitation of liability and indemnification as provided in the General Terms and Conditions of this Agreement, the following terms shall apply to liability relating to End User listing information as it appears in the White Pages directory.

10.6.3.3.1 Liability relating to End User Listings

10.6.3.3.1.1 ACCESS ONE hereby releases AT&T CALIFORNIA from any and all liability for damages due to errors or omissions in ACCESS ONE's End User listing information as provided to AT&T CALIFORNIA under this Appendix, and/or ACCESS ONE's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

10.6.3.3.1.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, ACCESS ONE shall indemnify, protect, save harmless and defend AT&T CALIFORNIA and AT&T CALIFORNIA's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in ACCESS ONE's End User listing information, including any error or omission related to non-published or non-listed End User listing information. ACCESS ONE shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ACCESS ONE and AT&T CALIFORNIA, and/or against AT&T CALIFORNIA alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in ACCESS ONE's End User listing information in the White Pages directory, AT&T CALIFORNIA may, at its option, assume and undertake its own defense, or assist in the defense of the ACCESS ONE.

10.6.3.4 Each ACCESS ONE subscriber will receive one copy per primary End User listing of AT&T CALIFORNIA's White Pages directory in the same manner and at the same time that they are delivered to AT&T CALIFORNIA's subscribers.

10.6.3.5 If ACCESS ONE's End User already has a current AT&T CALIFORNIA local White Pages directory, AT&T CALIFORNIA shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

10.6.4 Operator Services (OS) and Directory Services (DS) The provisions set forth in the Agreement, including but not limited to Article 22, shall govern performance under this Section 10.6.4.

10.6.4.1 Subject to any blocking that may be ordered by ACCESS ONE for its End Users, to the extent Directory Assistance (DA) services are provided to AT&T CALIFORNIA End Users, AT&T CALIFORNIA shall provide ACCESS ONE's End Users access to AT&T CALIFORNIA Directory Assistance services. ACCESS ONE shall pay AT&T CALIFORNIA the charges attributable to Directory Assistance services utilized by ACCESS ONE's End Users.

10.6.4.2 Subject to any blocking that may be ordered by ACCESS ONE for its End Users', AT&T CALIFORNIA will provide access to Operator Services ("OS") to ACCESS ONE's End Users to the same extent it provides OS to its own End Users. ACCESS ONE shall pay the charges associated with the utilization of OS by ACCESS ONE's End Users. Discounts associated with the utilization of OS are set forth in the applicable tariff.

10.6.4.3 AT&T CALIFORNIA offers ACCESS ONE the opportunity to customize route its End Users' OS/DA calls where technically feasible.

10.6.5 Payphone Services ACCESS ONE shall not provide service to Payphone Service Providers (PSPs) through the use of Resale Services provided pursuant to this Article 10, and AT&T CALIFORNIA shall not be obligated to provide Resale Services for the purpose of allowing ACCESS ONE to serve PSPs.

Nothing in this Article shall prevent the Parties from entering into other arrangements for the purpose of allowing ACCESS ONE to serve PSPs.

10.6.6 Suspension and Restoral Service

10.6.6.1 ACCESS ONE may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

10.6.6.2 AT&T CALIFORNIA will offer ACCESS ONE local service provider initiated suspension service for ACCESS ONE's purposes at the associated AT&T CALIFORNIA retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to ACCESS ONE in AT&T CALIFORNIA. Service specifics may be obtained in state specific CLEC Handbooks.

10.6.6.3 ACCESS ONE shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

10.6.6.4 Should ACCESS ONE suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, ACCESS ONE shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

10.6.6.5 Should ACCESS ONE suspend service for one of its End Users and subsequently issue a restoral order, ACCESS ONE shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

10.7 USE OF AT&T BRAND

10.7.1 Except where otherwise required by law, ACCESS ONE shall not, without AT&T CALIFORNIA's prior written authorization, offer the services covered by this Article using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T CALIFORNIA or its Affiliates, nor shall ACCESS ONE state or imply that there is any joint business association or similar arrangement with AT&T CALIFORNIA in the provision of Telecommunications Services to ACCESS ONE's customers; provided however, that nothing contained herein shall preclude ACCESS ONE from informing customers or prospective customers, in a neutral manner, that, in case of an installation, maintenance or repair visit, work will be performed by an AT&T CALIFORNIA technician

10.8 RESPONSIBILITIES OF AT&T CALIFORNIA

10.8.1 AT&T CALIFORNIA shall allow ACCESS ONE to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T CALIFORNIA shall provide interface specifications for electronic access for these functions to ACCESS ONE. However, ACCESS ONE shall be responsible for modifying and connecting any of its systems with AT&T CALIFORNIA-provided interfaces, as outlined in Article 33, OSS.

10.8.2 ACCESS ONE will have the ability to report trouble for its End Users to the appropriate AT&T CALIFORNIA trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. ACCESS ONE will be assigned customer contact center(s) when initial service agreements are made. ACCESS ONE End Users calling AT&T CALIFORNIA will be referred to ACCESS ONE at the number provided by ACCESS ONE. Nothing herein shall be interpreted to authorize ACCESS ONE to repair, maintain, or in any way touch AT&T CALIFORNIA's network facilities, including those on End User premises.

10.8.2.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T CALIFORNIA in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

10.8.3 AT&T CALIFORNIA will provide ACCESS ONE with detailed billing information necessary for ACCESS ONE to issue bill(s) to its End User(s). ACCESS ONE has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions, as outlined in Article 27, Comprehensive Billing and Article 33, OSS, of the Agreement to which this Article is attached. Should ACCESS ONE elect to subscribe to the DUF, ACCESS ONE agrees to pay AT&T CALIFORNIA the charges specified in Article Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

10.8.4 AT&T CALIFORNIA shall make Telecommunications Services that AT&T CALIFORNIA provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. AT&T CALIFORNIA will notify ACCESS ONE of any changes in the terms and conditions under which AT&T CALIFORNIA offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least forty-five (45) calendar days in advance of the expected effective date of such change.

10.8.5 AT&T CALIFORNIA currently makes such notification as described in Section 1.35 of the General Terms and Conditions of the Agreement to which this Article is attached. Notification of any new service available to ACCESS ONE for resale shall advise ACCESS ONE of the category in which such new service shall be placed, and the same discount already applicable to ACCESS ONE in that category shall apply to the new service.

10.8.6 ACCESS ONE's End User's activation of Call Trace shall be handled by the AT&T CALIFORNIA operations centers responsible for handling such requests. AT&T CALIFORNIA shall notify ACCESS ONE of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of ACCESS ONE's End Users (whether that End User is the victim or the suspect) will be coordinated through ACCESS ONE.

10.8.6.1 ACCESS ONE acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be ACCESS ONE's responsibility to provide additional information necessary for any police investigation.

10.8.6.1.1 In addition to any other indemnity obligations in this Article or the Agreement to which this Article is attached, ACCESS ONE shall indemnify AT&T CALIFORNIA against any Claim that insufficient information led to inadequate prosecution, provided, however that such indemnification shall not apply to the extent that AT&T CALIFORNIA has failed to provide billing number and address information that was provided to AT&T CALIFORNIA by ACCESS ONE.

10.8.6.2 AT&T CALIFORNIA shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Article is attached.

10.9 RESPONSIBILITIES OF ACCESS ONE

10.9.1 Prior to submitting an order under this Article, ACCESS ONE shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T CALIFORNIA shall abide by the same applicable laws and regulations.

10.9.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T CALIFORNIA or ACCESS ONE that the End User requests local exchange service from that provider, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

10.9.2.1 AT&T CALIFORNIA shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. ACCESS ONE shall make any such authorization it has obtained available to AT&T CALIFORNIA upon request and at no charge.

10.9.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T CALIFORNIA is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

10.9.4 Neither Party shall be obligated by this Article to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

10.9.5 Should AT&T CALIFORNIA receive an order from ACCESS ONE for services under this Article, and AT&T CALIFORNIA is currently providing the same services to another local service provider for the same End User, ACCESS ONE agrees that AT&T CALIFORNIA may notify the local service provider from whom the End User is being converted of ACCESS ONE's order coincident with or following processing ACCESS ONE's order. It shall then be the responsibility of the former local service provider of record and ACCESS ONE to resolve any issues related to the End User. This Section 10.9.5 shall not apply to new or additional lines and services purchased by the End User from multiple ACCESS ONEs or from AT&T CALIFORNIA.

10.9.5.1 If AT&T CALIFORNIA receives an order from another local service provider to convert services for an End User for whom ACCESS ONE is the current local service provider of record, and if ACCESS ONE already subscribes to the Local Disconnect Report ("LDR"), covered in Section 10.5.9.2, then AT&T CALIFORNIA shall notify ACCESS ONE of such order coincident with or following processing such order. It shall be the responsibility of ACCESS ONE and the other local service provider to resolve any issues related to the End User. This Section 10.9.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AT&T CALIFORNIA.

10.9.5.2 Intentionally left blank.

10.9.6 ACCESS ONE is solely responsible for the payment of all charges for all services furnished under this Article, including but not limited to, calls originated or accepted at ACCESS ONE's location and its End Users' service locations; provided, however, ACCESS ONE shall not be responsible for payment of charges for any retail services furnished by AT&T CALIFORNIA directly to End Users and billed by AT&T CALIFORNIA directly to End Users.

10.9.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T CALIFORNIA for billing to resold End User accounts will be returned as unbillable and will not be passed to ACCESS ONE for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T CALIFORNIA.

10.9.7 AT&T CALIFORNIA shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by ACCESS ONE. All applicable rates and charges for services provided to ACCESS ONE under this Article will be billed directly to ACCESS

ONE and shall be the responsibility of ACCESS ONE; provided, however, that ACCESS ONE shall not be responsible for payment of charges for any retail services furnished by AT&T CALIFORNIA directly to End Users and billed by AT&T CALIFORNIA directly to End Users.

10.9.7.1 Charges billed to ACCESS ONE for all services provided under this Article shall be paid by ACCESS ONE regardless of ACCESS ONE's ability or inability to collect from its End Users for such services.

10.9.8 If ACCESS ONE does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Article and pay any applicable charges. It is the responsibility of ACCESS ONE to order the appropriate toll restriction or blocking on lines resold to End Users. ACCESS ONE acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. ACCESS ONE acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by ACCESS ONE at the rated value of the call less the appropriate State discount.

10.9.9 ACCESS ONE shall be responsible for modifying and connecting any of its systems with AT&T CALIFORNIA-provided interfaces as described in this Article and Article OSS.

10.9.10 ACCESS ONE shall be responsible for providing to its End Users and to AT&T CALIFORNIA a telephone number or numbers that ACCESS ONE's End Users may use to contact ACCESS ONE in the event that the End User desires a repair/service call.

10.9.10.1 In the event that ACCESS ONE's End Users contact AT&T CALIFORNIA with regard to repair requests, AT&T CALIFORNIA shall inform such End Users to call ACCESS ONE and may provide ACCESS ONE's contact number.

10.9.11 Intentionally left blank.

10.9.12 Assignment The General Terms and Conditions, including Section 1.5, of the Agreement control.

10.9.13 ACCESS ONE will provide forecasts to AT&T CALIFORNIA every January and July using the AT&T CALIFORNIA network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on ACCESS ONE's best estimates and will include all resale products ACCESS ONE will be ordering within the forecast period, provided, however, that ACCESS ONE shall in no event be liable to AT&T CALIFORNIA for any failure of such forecasts to predict accurately the types and/or quantities of resale products that ACCESS ONE ultimately orders during the forecast period.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ACCESS ONE, INC.

Whereas, Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T California") and Access One, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection , ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, The Parties agree that this Amendment will act to supersede, amend and replace the applicable provisions currently contained in the Agreement with the attached Appendix Interconnection Trunking Requirements and Network Interconnection Methods which shall become effective as set forth in Paragraph 5 below.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the applicable provisions of the Agreement with the attached Appendix Interconnection Trunking Requirements and Appendix Network Interconnection Methods. The Parties further agree that the attached Appendix Interconnection Trunking Requirements and Appendix Network Interconnection Methods (which are attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions for Interconnection, trunking and Network Interconnection Methods within the Agreement in their entireties, without the necessity of physically removing the superceded terms and conditions from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T "CLEC Online" website.
2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-

[1] Pacific Bell Telephone Company (previously referred to as "SBC California") now operates under the name "AT&T California".

150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("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"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **AT&T-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **AT&T-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **AT&T-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **AT&T-13STATE's** right to exercise its option at any time to adopt on a date specified by **AT&T-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **AT&T-13STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.5 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.6 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.9 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.11 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California,

Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.12 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.13 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.14 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.15 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.16 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.17 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.18 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.19 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.20 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.21 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.22 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.23 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.24 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.25 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.26 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the **AT&T SOUTHWEST REGION 5-STATE** as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in **AT&T-2STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T CONNECTICUT**.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one **AT&T-13STATE** local calling area and the local calling area of another **AT&T-13STATE** or LEC within one LATA within the respective state.

2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and **AT&T-12STATE** End Users. In **AT&T CONNECTICUT** these trunk groups will carry the same type of traffic, but they will be established and used as one-way.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via **AT&T-13STATE** Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from **AT&T-13STATE** where **AT&T-13STATE** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. **AT&T-13STATE** shall issue ASRs for one-way trunk groups originating at the **AT&T-13STATE** switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate **AT&T-13STATE** Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an **AT&T-12STATE** Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an **AT&T-12STATE** Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Local Interconnection Trunk Groups in **AT&T CONNECTICUT** must be ordered and provisioned as one-way to accommodate billing and technical limitations.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **AT&T-12STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 **AT&T-13STATE** deploys in its network Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE**) Local/Access Tandem Switches and Access Tandem Switches. In addition **AT&T-13STATE** deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in **AT&T CONNECTICUT**, **AT&T MIDWEST REGION 5-STATE**, and **AT&T-2STATE**. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each **AT&T-13STATE** End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in **AT&T SOUTHWEST REGION 5-STATE**. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the **AT&T SOUTHWEST REGION 5-STATE**, CLEC shall establish a Local Interconnection Trunk Group to each **AT&T-13STATE** End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective **AT&T-13STATE** Local Tandem on the trunk groups defined below. **AT&T-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **AT&T-13STATE** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in **AT&T CONNECTICUT**) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **AT&T-13STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **AT&T-13STATE** Local Tandem. If an **AT&T-13STATE** End Office does not subtend an **AT&T-13STATE** Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by **AT&T-13STATE** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the **AT&T-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in **AT&T CONNECTICUT**).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T CONNECTICUT**

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any **AT&T-13STATE** switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – **AT&T-2STATE**

4.5.2.1 When Interconnecting at **AT&T-2STATE**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at **AT&T CALIFORNIA**'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at **AT&T CALIFORNIA**'s 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and **AT&T-13STATE** End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: **AT&T SOUTHWEST REGION 5-STATE**.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each **AT&T SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 **AT&T SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an **AT&T SOUTHWEST REGION 5-STATE** End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the **AT&T SOUTHWEST REGION 5-STATE** End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each **AT&T SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When **AT&T SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the **AT&T SOUTHWEST REGION 5-STATE** Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each **AT&T SOUTHWEST REGION 5-STATE** Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, **AT&T-2STATE**

5.3.1 Tandem Trunking – **AT&T-2STATE** and **AT&T MIDWEST REGION 5-STATE**

5.3.1.1 In **AT&T-2STATE** and **AT&T MIDWEST REGION 5-STATE**;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all **AT&T MIDWEST REGION 5-STATE** End Offices that subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

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

5.3.2 Tandem Trunking – **AT&T CONNECTICUT**

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

5.3.3 Direct End Office Trunking

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

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

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

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

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

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

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

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

5.5.1 If CLEC chooses **AT&T-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AT&T-13STATE** Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that **AT&T-13STATE** perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-

digit local number to **AT&T-13STATE** over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **AT&T-13STATE**'s Access or Local/Access Tandem Switch. Calls will be routed to **AT&T-13STATE** over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **AT&T-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **AT&T-13STATE** E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 In **AT&T CONNECTICUT** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

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

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

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the

purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

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

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

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

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

5.8 Operator Services/Directory Assistance Trunk Group(s)

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

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

5.8.2.1 Directory Assistance (DA)

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

5.8.2.2 Directory Assistance Call Completion (DACC)

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

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

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

5.8.2.4 Operator Assistance (0+, 0-)

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

5.8.2.5 Digit-Exchange Access Operator Services Signaling

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

5.8.2.6 OS Questionnaire

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

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

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. **AT&T-13STATE** shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **AT&T-13STATE** General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

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

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

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

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

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

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

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

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

TABLE 1

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

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

8. TRUNK SERVICING: AT&T-13STATE

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

8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other

Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **AT&T-13STATE** will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, **AT&T-13STATE** is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. **AT&T-13STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

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

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

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

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

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

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

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

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

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three

(3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

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

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

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

10.2 Expansive Controls

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

10.3 Mass Calling

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

11. OUT OF EXCHANGE TRAFFIC

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

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **AT&T-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be

subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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

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

12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **AT&T Inc**. **(AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texa, and Wisconsin.

1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

1.11 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.

1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

1.25 **AT&T-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **AT&T-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **AT&T-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **AT&T-13STATE**'s network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **AT&T-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the **AT&T-13STATE** network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **AT&T-13STATE**.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an **AT&T-13STATE** area defined by the sum of all local calling areas served by **AT&T-13STATE** End Offices that subtend an **AT&T-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **AT&T-13STATE**'s network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single point of interconnection within a LATA on **AT&T-13STATE**'s network that is established to interconnect **AT&T-13STATE**'s network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an **AT&T-13STATE** TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that **AT&T-13STATE** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an **AT&T-13STATE** End Office in a local calling area not served by an **AT&T-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **AT&T-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

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

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

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

3.2 Virtual Collocation

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

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between **AT&T-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **AT&T-13STATE** Tandem or End Office building within each local exchange area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, and **AT&T-2STATE**).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

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

3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-13STATE** designated) manhole at the **AT&T-13STATE** Tandem or End Office building. **AT&T-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **AT&T-13STATE** to pull through to the **AT&T-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **AT&T-13STATE** shall take the fiber from the manhole and terminate it inside **AT&T-13STATE**'s office at the cable vault at **AT&T-13STATE**'s expense. In this case the POI shall be at the **AT&T-13STATE** designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and **AT&T-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an **AT&T-13STATE** area, CLEC shall provide written notice to **AT&T-13STATE** of the need to establish Interconnection in each local exchange area (**AT&T SOUTHWEST REGION 5-STATE**) or LATA (**AT&T-2STATE**, **AT&T CONNECTICUT** and **AT&T MIDWEST REGION 5-STATE**).CLEC shall provide all applicable network information on forms acceptable to **AT&T-13STATE** (as set forth in AT&T's CLEC Handbook, published on the CLEC website).

4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

AT&T Wholesale Amendment

Contract Number: 8932

AMENDMENT TO THE
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ACCESS ONE, INC.

This Amendment to the Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 ("Amendment") is being entered into by and between Pacific Bell d/b/a AT&T California ("**AT&T-CALIFORNIA**") and Access One, Inc. ("CLEC").

WHEREAS, **AT&T-CALIFORNIA** and CLEC are Parties to the Interconnection Agreement ("Agreement") under Sections 251 and 252 of the Telecommunications Act of 1996 that was previously submitted to the California Public Utility Commission ("CPUC") for approval;

WHEREAS, **AT&T-CALIFORNIA** and CLEC have agreed to modify the general terms and conditions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby 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

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 Section 10.5.4 of Article 10 Resale is hereby amended in its entirety, as follows:

10.5.4 CompleteLink 2.0 Win/Winback Pricing Application for CLEC's Existing Resale Business Customers

10.5.4.1 The terms and conditions of this Section 10.5.4 shall apply when CLEC orders (and only with respect to) a CompleteLink 2.0 offering in California and only if CLEC satisfies the MARC for such services as defined in Section 10.5.4.2 below. Additionally, the terms and condition under which the CompleteLink 2.0 Winback pricing applies to existing CLEC customers are governed by the terms and condition per the **AT&T-CALIFORNIA** Guidebook, Part 9, Section 3, and Original Sheet 1 and the CompleteLink

2.0 Resale "Confirmation of Service" and other applicable CompleteLink 2.0 Attachments.

10.5.4.2 With respect to a CompleteLink 2.0 offering ordered by CLEC in California, CLEC hereby agrees to a 5-year term commitment with an annual Minimum Revenue Commitment ("MARC") of $167,000 for which Win/Winback pricing will apply for its existing Resale Business Customers of record. In the event CLEC fails to meet this MARC for any CompleteLink 2.0 Offering covered under the terms of this Amendment, the terms and conditions of this Section 10.5.4 shall not apply and the offering shall be governed by the terms and conditions of the applicable tariff. CLEC understands that for the CompleteLink offering covered under this Section 10.5.4, CLEC has a one-time opportunity to enter into a 1, 2, 3 or 5-year term commitment and by entering into this Amendment, CLEC elects and agrees to a 5-year commitment. CLEC agrees and understands that the terms of this Amendment comprise a one-time opportunity of five (5) years which shall not be extended. It is specifically understood that existing Resale Business Customers of record shall not include any Customers of CLEC who are presently served on another platform, including but not limited to the Local Wholesale Complete Platform.

10.5.4.3 CLEC shall be permitted to enter into CompleteLink 2.0 agreements for Win/Winback pricing for its existing Resale base only pursuant to the terms of this section 10.5.4. If CLEC wishes to enter into a CompleteLink 2.0 agreement pursuant to this Section 10, it must do so within 90 days after the Amendment Effective Date

10.5.4.4 CLEC will receive the Win/Winback pricing as described in Section 10.5.4.2.

10.5.4.5 To qualify for service under this Section 10.5.4, CLEC must be current and remain current in its payment obligations to **AT&T-CALIFORNIA** on charges that are not subject to a good-faith dispute initiated and pursued consistent with the terms of the Agreement.

10.5.4.6 The terms and conditions of this Section 10.5.4 shall be incorporated by reference into any agreement between CLEC and **AT&T-CALIFORNIA** which confirms or acknowledges CLEC's purchase of a CompleteLink 2.0 Offering.

10.5.4.7 Nothing in this Section 10.5.4 shall affect any other Resale Service. Except as provided in this Section 10.5.4, all other terms and conditions of any applicable Resale Tariff, Resale Notification and service agreement/service order confirmation shall apply to **AT&T-CALIFORNIA**'s provision of CompleteLink 2.0 services to CLEC; provided, however, that in the event of any conflict or inconsistency between the terms and conditions of this Section 10.5.4 and the terms and conditions of any applicable Resale Tariff, Resale Notification or service agreement/service order confirmation, the Parties agree that the terms and conditions of this Section 10.5.4 shall control.

3. AMENDMENT EFFECTIVE DATE

3.1 The Effective Date of this Amendment shall , upon approval, be deemed to be October 28, 2008, to commence a 5-year term. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CPUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall use commercially reasonable efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the CPUC; 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. RESERVATION OF RIGHTS

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

5. MISCELLANEOUS

5.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5.2 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.

5.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written with respect to the subject matter of this Amendment.

5.4 This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Access One, Inc.

By: X

Name: MARK A. JOZWIAK

Title: PRESIDENT

Date: 04/13/10

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

By:

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4.28.10

RESALE OCN: ~~9927~~ 5043

FACILITIES-BASED OCN: ~~946B~~ 5794

ACNA: ~~GIM~~ EEO

AT&T Wholesale Amendment

Contract Number: 9464

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2010

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 38241	**Requested Effective Date**: October 31, 2010	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2011 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) ALJ-181

Affected services:
(Other services affected, pending or replacement AL filings)

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*)

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2010

U 1001 C
Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of: http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

regtss@att.com
ajbily@aol.com
angelika.jacob@verizon.com
anitataffrice@earthlink.net
bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mariacarbone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lssi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelphone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1reguulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcomsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY[1] d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[2]

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

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via

[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

22 State Generic Attachment Number	GENERIC TERMINOLOGY		Current 2010 Recurring Rate	2011 Modified Recurring Rate
	NETWORK ELEMENTS			
	LOOPS **OANAD Terminology - LINKS)**			
13		2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	$ 0.52	0.52
	DS3 Loop			
13		Zone 1	$ 474.73	471.17
13		Zone 2	$ 702.79	697.52
13		Zone 3	$ 1,388.30	1377.89
13		Statewide	$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 13.34	13.24

13		IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 27.01	26.81
13		IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 12.25	12.16
	Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
	DS-0			
		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 4.52	4.49
		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.01	0.01
13	DS-1			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
13				
13	DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77

AT&T Wholesale Amendment

Contract Number: 10521

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

September 30, 2011

U 1001 C
Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.
Index= 1.5%-2.25% = -0.75%
Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California



Executive Director

Attachment

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.com	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990 ext 236
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kross@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.com	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	Beth_Choroser@comcast.com	215-286-5039	215-286-7893
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrolton	TX	75006	chuck.hartley@dpitelecon nect.com	(972) 488-8676	(972) 488-5500
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	jjoxley@integratelecom.com	(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcrossing.com	(585) 334-0201	(585) 255-1426
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.com	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercube-llc.com	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	jpalmer@telava.com	(847) 685-8944	(847) 685-8914
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.com	(720) 888-5134	(720) 888-2620
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683		(727) 738-5554	(727) 738-5553
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(559) 447-2121	(559) 447-2100
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	rgeorge@ipnetworksinc.com	(562) 494-4977	(949) 922-5432
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043		(678) 985-6213	(678) 985-7900
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	harris@lssi.net	(732) 512-2103	(732) 512-2100
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	sklopack@matrixbt.com	(214) 432-1576	(214) 432-1468
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	daro@mettel.net	(212) 635-5074	(212) 607-2003
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	sthomas@tminc.com	(407) 740-0613	(407) 740-8575
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public	620 Third St		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	mike@navtel.com	(501) 954-1602	(501) 954-4000
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	pbewick@newedgenetworks.com	360-737-0828	360-906-9775
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	rmuench@cleartel.com	(561) 454-5078	(561) 454-5041
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	kris@lokt.net	(510) 868-8418	(510) 285-8010
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	todd@nccom.com		(619) 364-4750
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	ahanson@o1.com	(916) 554-2180	(916) 554-2115
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	Al.Finnell@paetec.com		(704) 319-1946
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	pclark@paxio.com	(949) 200-6062.	(408) 343-8206
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	Pbarfield@Accutel.net	214-630-6759	214-630-9273

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelphone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcomsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcom.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1reguulatory@gmail.com	(618) 623-2301	(618) 623-2300 X 1189
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcomsolutions.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Rhaphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	greg.m@socaltelephone.com	(951) 693-1550	(951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751			
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"). [1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace **AT&T California** Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the **AT&T California** Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached **AT&T California** Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

GENERIC TERMINOLOGY		Current Recurring Rate	2011 CALTEL Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	$ 0.52	0.52
DS3 Loop			
	Zone 1	$ 474.73	471.17
	Zone 2	$ 702.79	697.52
	Zone 3	$ 1,388.30	1377.89
	Statewide	$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 13.34	13.24

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 12.25	12.16
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	$ 26.43	26.23

	PSD #2 - 2-Wire xDSL Loop Statewide /1/	$	11.73	11.64
	PSD #3 - 2-Wire xDSL Loop Zone 1	$	9.48	9.41
	PSD #3 - 2-Wire xDSL Loop Zone 2	$	12.79	12.69
	PSD #3 - 2-Wire xDSL Loop Zone 3	$	26.43	26.23
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	$	11.73	11.64
	PSD #4 - 2-Wire xDSL Loop Zone 1	$	9.48	9.41
	PSD #4 - 2-Wire xDSL Loop Zone 2	$	12.79	12.69
	PSD #4 - 2-Wire xDSL Loop Zone 3	$	26.43	26.23
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	$	11.73	11.64
	PSD #5 - 2-Wire xDSL Loop Zone 1	$	9.48	9.41
	PSD #5 - 2-Wire xDSL Loop Zone 2	$	12.79	12.69
	PSD #5 - 2-Wire xDSL Loop Zone 3	$	26.43	26.23
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	$	11.73	11.64
	PSD #7 - 2-Wire xDSL Loop Zone 1	$	9.48	9.41
	PSD #7 - 2-Wire xDSL Loop Zone 2	$	12.79	12.69
	PSD #7 - 2-Wire xDSL Loop Zone 3	$	26.43	26.23
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	$	11.73	11.64
4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Zone 1	$	20.15	20.00
	PSD #3 - 4-Wire xDSL Loop Zone 2	$	24.38	24.20
	PSD #3 - 4-Wire xDSL Loop Zone 3	$	36.41	36.14
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	$	22.41	22.24

GENERIC TERMINOLOGY		Current 2011 Recurring Rate	2012 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	36.14	35.87

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	48.30	47.94

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.77	4.73
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

Contract Number: 17399

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2012

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	525 Market Street, #1944	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94105	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 41216	**Requested Effective Date**: October 31, 2012	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	**No. Tariff Sheets:**

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev ($) _____

Subject of filing:
(Service(s) included) Amendment for 2013 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
***and if you have email capability, ALSO email to*:**
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2012

U 1001 C
Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1
Index= 2.1%-2.25% = -0.15%
Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Competisys Corporation
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Fones4All Corporation
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Planet Telesis, Inc.
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon Avenue Corporation
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
daguirre@telscape.net
deyoung@caltel.org
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
norbe@dwt.com
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfiled	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrolton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@impulse.net
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lssi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Aurora Ares	Assistant General Counsel	433 E. Las Colinas Blvd.	Suite 400	Irving	TX	75039	214-254-3813	(214) 432-1576	aares@americatel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-8575	(407) 740-0613	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-362-5712	781-622-2114	phintz@corp.earthlink.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 476-8591	(512) 477-8657	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2300 x 1133	818-623-2501	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Interconnection Services		4001 Rodney Parham Road	Mailstop: 1170 B1F2-12A	Little Rock	AR	72212	501-748-7000		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelphone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Jeffrey (Jeff) T Nodland	Assoc Gnrl Cnsl - WLSL	1801 California Street	9th Floor	Denver	CO	80202-2658	(303) 992-5764	(303) 896-1107	Jeff.Nodland@CenturyLink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	3300 E. Renner Rd.	Suite 350	Richardson	TX	75082	214-495-4847	214-495-4790	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1597	916-786-1877	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **(OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
(OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment

Contract Number: 18286

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

ACCESS ONE, INC.

Signature: eSigned - Mark Jozwiak

Name: eSigned - Mark Jozwiak
(Print or Type)

Title: President
(Print or Type)

Date: 06 Jun 2013

Access One, Inc.

Signature: eSigned - Kristen E. Shore

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

Title: Director
(Print or Type)

Date: 07 Jun 2013

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

State	Resale OCN	ULEC OCN
CALIFORNIA	5043	5794

Description	ACNA Code(s)
ACNA(s)	EEO

AMENDMENT TO THE COMPLETELINK AMENDMENT BETWEEN ACCESS ONE, INC. AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This Amendment (the "Amendment") amends the CompleteLink Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T CALIFORNIA") and Access One, Inc. ("CLEC"). AT&T CALIFORNIA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T CALIFORNIA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved February 2, 2009 and as subsequently amended (the "Agreement"); and

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

1. Add the following Section to Article 10 Resale as amended by the CompleteLink Amendment executed April 28, 2010:

   10.5.4.8 For the CompleteLink 2.0 "Renewal Promotion", available through August 31, 2013, CLEC will receive a 12% MARC Volume Discount on a three-year term on eligible services as defined by the Complete 2.0 Tariff, irrespective of any Maximum Annual Discount ("MAD").

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended.

AT&T Wholesale Amendment

Contract Number: 18905

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2013

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 42804	**Requested Effective Date**: October 31, 2013	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	**No. Tariff Sheets:**

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev ($) _____

Subject of filing:
(Service(s) included) Amendment for 2014 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
***and if you have email capability, ALSO email to*:**
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2013

U 1001 C
Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
Index= 1.7 % -2.25% = -0.55%
Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

2.

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

3.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

4.

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866--430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

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Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x 1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com

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SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€“ Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.72	4.69
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

Contract Number: 20525

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2014

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44032	**Requested Effective Date**: October 31, 2014	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Janet Arnold	regtss@att.com	(415) 778-1299	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2015 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2014

U 1001 C
Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
Index= 1.5% - 2.25% = -0.75%
Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	sthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dwt.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhnis.com; Marva.Johnson@mybrighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director-Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	O7310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	O1752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	jmills@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between **AT&T CALIFORNIA** and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

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

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

Contract Number: 21686

AMENDMENT

BETWEEN

AND

ACCESS ONE, INC.; ACCESS ONE, INC. D/B/A ACCESS ONE OF INDIANA INC.; ACCESS ONE, INC. D/B/A ACCESS ONE OF WISCONSIN, INC.

Signature: eSigned - Mark A Jozwiak

Name: eSigned - Mark A Jozwiak
(Print or Type)

Title: Exec Vice Pres
(Print or Type)

Date: 18 Jul 2016

Signature: eSigned - William Greenlaw

Name: eSigned - William Greenlaw
(Print or Type)

Title: ASSOC DIR CUSTOMER CONTRACTS
(Print or Type)

Date: 20 Jul 2016

Access One, Inc.; Access One, Inc. d/b/a Access One of Indiana Inc.; Access One, Inc. d/b/a Access One of Wisconsin, Inc.

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	5043	5794	- - -
ILLINOIS	5043	5447	5447
INDIANA	5043	8153	- - -
MICHIGAN	5043	8039	- - -
OHIO	5043	9611	- - -
WISCONSIN	5043	8154	- - -

Description	ACNA Code(s)
ACNA(s)	EEO

AMENDMENT TO THE AGREEMENT(S) BETWEEN ACCESS ONE, INC.; ACCESS ONE, INC. D/B/A ACCESS ONE OF INDIANA INC.; ACCESS ONE, INC. D/B/A ACCESS ONE OF WISCONSIN, INC. AND ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

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

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the Agreement(s) to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Forbearance**

   2.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

3. This Amendment shall be deemed to revise the terms and provisions of the Agreement(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s)), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement(s) (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(s) or which may be the subject of further review.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement(s), but rather, shall be coterminous with such Agreement(s).

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

8. For Illinois, Indiana, Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on

the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Access One, Inc.	Interconnection	2/2/2009
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Access One, Inc.	Interconnection	10/25/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Access One, Inc. d/b/a Access One of Indiana Inc.	Interconnection	7/12/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Access One, Inc.	Interconnection	6/3/2008
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Access One, Inc.	Interconnection	8/18/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Access One, Inc. d/b/a Access One of Wisconsin, Inc.	Interconnection	6/25/2008

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2015

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	430 Bush Street, 1st Floor	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94108	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44894	**Requested Effective Date**: January 1, 2016	**AL Tier** I ☐ II ☐ III ☒

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard Howell	regtss@att.com	(415) 778-1299	(214) 486-1580
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing:
(Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected *and* % change:
(*Non-recurring* and / or *recurring*) _____

☐ Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
430 Bush St., First Floor
San Francisco, CA 94108

regtss@att.com

www.att.com

October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

2.

Carrier Name
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

4.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

5.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. â€“ Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com.
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€“ Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State -	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.

b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.

d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.

e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.

f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.

g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.

h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.

i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.

l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.

m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.

n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

By: _____
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")

By: _____
Printed Name: Sarah De Young

Title: Executive Director
Date: Sept. 30, 2015

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, **WHEREAS**, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1,2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").[1]

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

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

[1]Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between **AT&T CALIFORNIA** and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.57

	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.65	4.60
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

Contract Number: 22893

CALIFORNIA PUBLIC UTILITIES COMMISSION

Advice Letter Filing Summary Sheet (PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: August 16, 2017

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 430 Bush Street, 5th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 46852	**Requested Effective Date**: September 15, 2017	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard T. Howell	att-regulatory-ca@att.com	(415) 417-5033	(214) 486-1580
Certif.		att-regulatory-ca@att.com	(415) 417-5033	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers *are Required for "Filer"*)

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government ☐ Other ☐ Date Executed_____Contract Total Rev ($)_____

Subject of filing: (Service(s) included) Amendment to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

Authorization for filing: (Resolution #, Decision #, etc.) General Order 171

Affected services: (Other services affected, pending or replacement AL filings)

Rate Element(s) affected *and* % change: (*Non-recurring* and / or *recurring*)

☐ Customer Notice Required (if so, please attach)

Notes/Comments: (Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:

Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ Comm. Suspension on: ___ / ___ / ___

Resolution No.: T - _____

Rev. 09/24/07

Supv. / Analyst _____ / _____

Due Date to Supv.: _____

Analyst Completion Date: _____

Supervisor Approval Date: _____

AL / Tariff Effective Date: _____

Notes: _____

AT&T California
Eric Batongbacal
430 Bush Street
5th Floor
San Francisco, CA 94108

att-regulatory-ca@att.com

www.att.com

August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site at https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective September 15, 2017

Yours truly,

AT&T California



AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
ksalazar@telekenex.com
lil.taylor@sprint.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for “Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2” found at: https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5

AT&T Wholesale Amendment

Contract Number: 23433

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	(312) 441-9990	(312) 441-1010	markj@AccessOneInc.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-4224	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 439-3571	(919) 238-3571	ljfreeman@bandwidth.com
Bright House Networks Information Services (California), LLC	Interconnection	Michael R. Moore	GBP Telephone Regulatory	12405 Powerscourt Dr		St Louis	MO	63131	314.543.2414	314.965.6640	Michael.Moore@charter.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	(707) 551-8210	(707) 552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 940-1010	(209) 955-2650	jmills@utilitytelephone.com
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	lwhite@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4cct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	10 Exchange Place	Suite 1710	Jersey City	NJ	7302	(415) 738-6727	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Richard Chapkis	Deputy General Counsel	One Comcast Center	55th Floor	Philadelphia	PA	19103	(2150 286-5237	(215) 286-5039	richard_chapkis@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	877-302-2584	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1102	(650) 597-1160	bwilde@cictelecom.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(800) 930-3333	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Digital West Networks, Inc.	22 State - Interconnection	Nathan Terrell	Infrastructure Manager	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	(805) 781-9378	(805) 781-9379	nathan.terrell@digitalwest.com
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani	Manager	1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6252	(888) 315-2669	ddicicco@gcioa.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	469-727-1515	866-639-6967	ron.beaumont@h3net.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@implulse.net
Integrated Path Communications, LLC	Section 251 Agreement Exclusively for Intercarrier Compensation	Brian Shepard	CEO	9030 State Route 22	Suite 3	Hillsdale	NY	12529	518-325-1396	518-325-1397	bshepard@ipc-llc.com
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	isaacs@isg-telecom.com.

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046	(800) 899-4125 ext. 209		elise.brentnall@garlic.com
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766	(866) 841-7898	NA	brussell@dmv.com
Mpower Networks Services, Inc.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
NetFortris Acquisition Co., Inc.	Sectional - see Comments	Pam Bathke	Accounts Payable	59 Sheffield Road		Manchester	NH	3103	(888) 469-5100	NA	brandon.lancaster@netfortris.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9145	(770) 232-9208	kreeves@telecomcounsel.com
North County Communications	Interconnection	Todd Lesser	President	3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750	(619) 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	James Mertz	Vice President of Industry Affairs	5190 Golden Foothills Parkway		El Dorado Hills	CA	95762	916.235.2039	916.933.6958	jmertz@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257	559-781-4123		tolson@oacys.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	(818) 623-2300 x1118	(818) 623-2501	mairac@pcs1.net
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€“ Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-319-1946	704-602-1946	Al.Finnell@Windstream.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(703) 323-0085	(303) 391-2275	Charles.lahey@centurylink.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(661) 599-8793	(650) 763-3766	mike.mulkey@ringcentral.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1597	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Al Finnell	Sr. Contract Manager	301 N. Main Street	23rd Floor	Greenville	SC	29601	704-319-1946		Al.Finnell@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-0388 x100	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071	(213) 344-2010	(213) 344-2030	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2300 X 1189	(818) 623-2301	pcs1regulatory@gmail.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 456-1076	(805) 568-0063	bmcclintock@tncii.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(657) 600-4797	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(407) 965-1077	(321) 710-6898	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	21 State - Interconnection - Renegotiated 2	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart	Suite 390	Las Vegas	NV	89145	(702) 553-3007 x2084	(702) 825-2582	erlae@widevoice.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gerald E. Eisenhart	Manager, Carrier Management	777 East Park Drive	Suite 400	Harrisburg	PA	17111	717.562.5048	NA	gerald.e.eisenhart@verizon.com

AMENDMENT TO THE AGREEMENT BETWEEN CLEC AND PACIFIC BELL TELEPONE COMPANY d/b/a CALIFORNIA

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

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

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Intercarrier Compensation**

   2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, 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 A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

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

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. 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.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
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

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

ACCESS ONE, INC

Signature: eSigned - Mark Jozwiak

Name: eSigned - Mark Jozwiak
(Print or Type)

Title: President
(Print or Type)

Date: 27 Sep 2018

Access One, Inc

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 27 Sep 2018

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

State	Resale OCN	ULEC OCN
CALIFORNIA	5043	5794

Description	ACNA Code(s)
ACNA(s)	EEO

AMENDMENT TO THE AGREEMENT BETWEEN ACCESS ONE, INC. AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This amendment ("Amendment") revises the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Access One, Inc ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved February 2, 2009 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Operator Services and Directory Assistance (OS/DA) and/or Customer Information Services; and

WHEREAS, on September 27, 2017, AT&T provided notification via Accessible Letter of its intent to discontinue Inward Service under Section 214 of the Act; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Delete all rates, terms and conditions pertaining to Inward Service (INW) from the Appendix or Attachment - Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS) and any related Pricing Sheets and/or Price Schedules from the Agreement.

3. Add the following provisions to the Appendix or Attachment Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS):

CIS.1 **GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)**

CIS.1.1 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 Appendix or Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

CIS.1.2 Termination:

CIS.1.2.1 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 Appendix or 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 Appendix or 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.

CIS.1.3 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 Appendix or Attachment.

CIS.4 **TERMINATION – ENTIRE APPENDIX OR ATTACHMENT OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES OR CUSTOMER INFORMATION SERVICES**

CIS.4.1 The Parties reserve the right to suspend or terminate, without penalty, this Appendix or Attachment in its entirety on one hundred eighty (180) days' written notice. The Appendix or Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Appendix or Attachment provides one

hundred eighty (180) days' written Notice to the other Party of the date the Appendix or Attachment will terminate ("Termination Date"), whichever date is earlier.

4. The Parties agree to replace Section 1.11 from the Agreement with the following language:

1.11. Notices

1.11.1 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:

1.11.1.1 delivered by electronic mail (email).

1.11.1.2 delivered by facsimile.

1.11.2 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:

1.11.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 1.11.4 below.

1.11.2.2 delivered by facsimile provided CLEC has provided such information in Section 1.11.4 below.

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

1.11.3.1 the date of actual receipt.

1.11.3.2 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.

1.11.3.3 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.

1.11.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Mark Jozwiak President
STREET ADDRESS	820 W. Jackson Blvd.
CITY, STATE, ZIP CODE	Chicago, IL 60661
PHONE NUMBER*	312-441-9990
FACSIMILE NUMBER	312-441-1010
EMAIL ADDRESS	markj@accessoneinc.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.

1.11.5 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 1.11. 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.

1.11.6 n 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 1.11. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

1.11.6.1 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.

1.11.6.2 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.

1.11.7 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.

5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

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

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

10. For 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.

INTERCONNECTION AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

ACCESS ONE, INC

Signature: eSigned - Mark A Jozwiak

Name: eSigned - Mark A Jozwiak
(Print or Type)

Title: Chairman
(Print or Type)

Date: 16 Jan 2020

Access One, Inc

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Jan 2020

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

AMENDMENT TO THE AGREEMENT BETWEEN ACCESS ONE, INC AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Access One, Inc ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed October 22, 2008 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 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. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
        i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
        ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

   i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

   ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

   iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

   iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. 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.

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

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. 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.

11. 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.

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
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 - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - MultiplexingDS3/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 - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - MultiplexingDS3/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 - MultiplexingDS3/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 - MultiplexingDS3/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			

AMENDMENT

BETWEEN

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, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ACCESS ONE, INC

Signature: eSigned - Joel Miller

Name: eSigned - Joel Miller
(Print or Type)

Title: Chairman
(Print or Type)

Date: 18 Jul 2022

Access One, Inc

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 18 Jul 2022

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, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN ACCESS ONE, INC AND 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, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Access One, Inc, Access One, Inc ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to the Interconnection Agreements as shown in the attached Exhibit C, under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

Exhibit C

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Access One, Inc	Interconnection Agreement	9/5/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Access One, Inc	Interconnection Agreement	5/12/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Access One, Inc	Interconnection Agreement	5/12/2008
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Access One, Inc	Interconnection Agreement	5/12/2008
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Access One, Inc	Interconnection Agreement	10/22/2008
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Access One, Inc	Interconnection Agreement	5/12/2008

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	1L5UB		49.41			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	1L5UB		98.82			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2023 - July 11 2025)	CT1++, EE7M+	1L5UB		494.1			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2022 - July 11, 2023)				0.37			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2023 - July 11, 2024)				0.74			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2023 - July 11 2025)				3.7			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	1L5UB		702.21			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	1L5UB		1404.42			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2023 - July 11 2025)	CT3++, EE7P+, EE7Q+	1L5UB		7022,10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2022 - July 11, 2023)				7.08			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2023 - July 11, 2024)				14.16			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2023 - July 11 2025)				70.8			mile
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2022 - July 11, 2023)	CT1++, EE7M+	MQ1UB		383.31			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2023 - July 11, 2024)	CT1++, EE7M+	MQ1UB		766.62			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2023 - July 11 2025)	CT1++, EE7M+	MQ1UB		3833.1			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2022 - July 11, 2023)	CT3++, EE7P+, EE7Q+	MQ3UB		431.77			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2023 - July 11, 2024)	CT3++, EE7P+, EE7Q+	MQ3UB		863.54			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2023 - July 11 2025)	CT3++, EE7P+, EE7Q+	MQ3UB		4317.7			

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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
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XA		26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XA		52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XA		260.2	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XB		26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XB		52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XB		260.2	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XC		26.02	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XC		52.04	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XC		260.2	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXA		2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXA		5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXA		28.2	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXB		2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXB		5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXB		28.2	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXC		2.82	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXC		5.64	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXC		28.2	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XA		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XA		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XA		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XB		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XB		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XB		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4XC		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4XC		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XC		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXA		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXA		89.42	NA	NA	per mile

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LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXA		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXB		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXB		89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXB		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZXC		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZXC		89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXC		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WA		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WA		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WA		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WB		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WB		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WB		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WC		220.39	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WC		440.78	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WC		2203.9	NA	NA	per point of termination
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBA		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBA		89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBA		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBB		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBB		89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBB		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBC		44.71	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBC		89.42	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBC		447.1	NA	NA	per mile
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXA		413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXA		826.02	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVXA		4130.1	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXB		413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXB		826.02	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVXB		4130.1	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVXC		413.01	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVXC		826.02	NA	NA	

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LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVXC		4130.1	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XA		606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XA		1212.9	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3XA		6064.5	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XB		606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XB		1212.9	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3XB		6064.5	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3XC		606.45	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3XC		1212.9	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3XC		6064.5	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		0.64	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		1.28	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		6.4	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		1.14	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		2.28	NA	NA	
LWT	IL	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		11.4	NA	NA	

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LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		33.3	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		166.5	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		33.3	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		166.5	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		16.65	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		33.3	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		166.5	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		24.7	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		24.7	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		2.47	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		4.94	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		24.7	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		1601.8	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		1601.8	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		160.18	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		320.36	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		1601.8	NA	NA	Per Point of Termination
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		85.86	NA	NA	per mile

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LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		429.3	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		85.86	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		429.3	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		42.93	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		85.86	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		429.3	NA	NA	per mile
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX1		296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX1		592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX1		2964.1			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX2		296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX2		592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX2		2964.1			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++, EE7MX	QMVX3		296.41	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++, EE7MX	QMVX3		592.82			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX3		2964.1			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X1		390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X1		780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X1		3903.6			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X2		390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X2		780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X2		3903.6			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++, EE7NX	QM3X3		390.36	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++, EE7NX	QM3X3		780.72			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X3		3903.6			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		0.54	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		1.08			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		5.4			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		0.99	NA	NA	
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		1.98			
LWT	IN	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		9.9			

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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
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1	1	18.58			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1	1	37.16			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	185.8			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2	2	18.42			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2	2	36.84			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	184.2			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3	3	19.75			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3	3	39.5			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	197.5			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4XZ	I	20.04			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4XZ	I	40.08			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	200.4			Per Point of Termination
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1	1	1.03			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1	1	2.06			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	10.3			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2	2	1.15			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2	2	2.3			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	11.5			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3	3	0.75			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3	3	1.5			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	7.5			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZXZ	I	0.3			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZXZ	I	0.6			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	3			per mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1	1	194.73			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1	1	389.46			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	1947.3			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2	2	172.47			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2	2	344.94			Per Point

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LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	1724.7			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3	3	165.03			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3	3	330.06			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	1650.3			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4WZ	I	182.25			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4WZ	I	364.5			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	1822.5			Per Point
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1	1	9.3			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1	1	18.6			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	93			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2	2	5.76			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2	2	11.52			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	57.6			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3	3	14.28			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3	3	28.56			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	142.8			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZBZ	I	5.59			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZBZ	I	11.18			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	55.9			Per Mile
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX1		4203.6	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX2		4203.6	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		420.36	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		840.72	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX3		4203.6	NA	NA	Per Arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		1243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X1		6218.2	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		1243.64	NA	NA	per arrangement

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LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X2		6218.2	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		621.82	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		1243.64	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X3		6218.2	NA	NA	per arrangement
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		10.33	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		20.66	NA	NA	
LWT	MI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		103.3	NA	NA	

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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
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		221.8	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		221.8	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		22.18	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		44.36	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		221.8	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		24.6	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		24.6	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		2.46	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		4.92	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		24.6	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		1916.2	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		1916.2	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		191.62	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		383.24	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		1916.2	NA		Per Point of Termination
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		64.82	NA		Per Mile

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LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		324.1	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		324.1	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		32.41	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		64.82	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		324.1	NA		Per Mile
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		419.7	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		839.4	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX1		4197	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		419.7	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		839.4	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX2		4197	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		419.7	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		839.4	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX3		4197	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		0.6	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		1.2	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		6	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		1.05	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		2.1	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		10.5	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		1118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X1		5592.7	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		1118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X2		5592.7	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		559.27	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		1118.54	NA		
LWT	OH	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X3		5592.7	NA		

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LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X1		27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X1		55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		277.3			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X2		27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X2		55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		277.3			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CZ4X3		27.73			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CZ4X3		55.46			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		277.3			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX1		3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX1		6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		32.8			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX2		3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX2		6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		32.8			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	1YZX3		3.28			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	1YZX3		6.56			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		32.8			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W1		286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W1		573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		2869.9			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W2		286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W2		573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		2869.9			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CZ4W3		286.99			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CZ4W3		573.98			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		2869.9			Per Pointof Termination - All Zones
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB1		49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB1		99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		499.3			Per Mile

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LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB2		49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB2		99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		499.3			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	1YZB3		49.93			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	1YZB3		99.86			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		499.3			Per Mile
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX1		514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX1		1028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX1		5143.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX2		514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX2		1028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX2		5143.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2022 - July 11, 2023)	UB5++, UK1++	QMVX3		514.36			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11, 2024)	UB5++, UK1++	QMVX3		1028.72			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2023 - July 11 2025)	UB5++, UK1++	QMVX3		5143.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X1		710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X1		1420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X1		7102.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X2		710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X2		1420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X2		7102.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, UK3++	QM3X3		710.26			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, UK3++	QM3X3		1420.52			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, UK3++	QM3X3		7102.6			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7MX, UK1++	CXCDX		0.78			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7MX, UK1++	CXCDX		1.56			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7MX, UK1++	CXCDX		7.8			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2022 - July 11, 2023)	UB5++, EE7NX, UK3++	CXCEX		1.44			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11, 2024)	UB5++, EE7NX, UK3++	CXCEX		2.88			
LWT	WI	AT&T LOCAL WHOLESALE TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2023 - July 11 2025)	UB5++, EE7NX, UK3++	CXCEX		14.4			

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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			

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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		404.3	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB		404.3	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC		404.3	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	

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13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		11.1	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		11.1	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		11.1	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1		197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2		197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3		197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1		260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2		260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3		260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		0.36	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		0.66	NA	NA	

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13	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	0.5			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I	0.2			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	121.5			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1	6.2			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2	3.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3	9.52			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I	3.73			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1		280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2		280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3		280.24	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1		414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2		414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3		414.55	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		6.89	NA	NA	

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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			

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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
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		279.8	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2		279.8	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3		279.8	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		0.4	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		0.7	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1		372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2		372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3		372.85	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX		3.2	NA		Per Termination per Fiber

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AMENDMENT

BETWEEN

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, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ACCESS ONE, INC

Signature: eSigned - Joel Miller

Name: eSigned - Joel Miller
(Print or Type)

Title: Chairman
(Print or Type)

Date: 05 Jan 2023

Access One, Inc

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 05 Jan 2023

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, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN ACCESS ONE, INC AND 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, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment ("Amendment") amends the Interconnection Agreement ("Interconnection Agreement") by and between 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, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Access One, Inc ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed October 22, 2008 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 July 18, 2022 ("Transport Amendment"); and

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

1. This Amendment is composed of the foregoing recitals 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.

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		7022,10			
LWT	CA	AT&T LOCAL WHOLESALE TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 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	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	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	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			

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

AND

ACCESS ONE, INC.

Signature: eSigned - Joel Miller

Name: eSigned - Joel Miller
(Print or Type)

Title: President & General Counsel
(Print or Type)

Date: 05 Nov 2024

Access One, Inc.

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 06 Nov 2024

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

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	5043	5794	- - -
ILLINOIS	5043	5447	5447
INDIANA	5043	8153	- - -
MICHIGAN	5043	8039	- - -
OHIO	5043	9611	- - -
WISCONSIN	5043	8154	- - -

Description	ACNA Code(s)
ACNA(s)	EEO

AMENDMENT TO THE DS1/DS3 TRANSPORT AMENDMENT RATE ADJUSTMENT AND EXTENSION BETWEEN ACCESS ONE, INC. AND ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the DS1/DS3 Transport Amendment by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc. ("AT&T") and Access One, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

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

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

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

1. This Amendment amends the DS1/DS3 Transport Amendment dated July 18, 2022, and the DS1/DS3 Transport (Additional Elements/Rates) Amendment dated January 5, 2023 and is composed of Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the existing DS1/DS3 Transport Amendment.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheets in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2024.

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) (Effective July 12, 2024 - July 11, 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 148.23			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2025 - July 11, 2026)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 222.35			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage) (Effective July 12, 2026 - October 31, 2027)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	1L5UB		$ 333.53			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2024 - July 11, 2025)				$ 1.11			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2025 - July 11, 2026)				$ 1.67			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile) (Effective July 12, 2026 - October 31, 2027)				$ 2.51			mile
13	CA	UNBUNDLED DEDICATED 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		$ 2,106.63			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2025 - July 11, 2026)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		$ 3,159.95			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage) (Effective July 12, 2026 - October 31, 2027)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	1L5UB		$ 4,739.93			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2024 - July 11, 2025)				$ 21.24			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2025 - July 11, 2026)				$ 31.86			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile) (Effective July 12, 2026 - October 31, 2027)				$ 47.79			mile
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2024 - July 11, 2025)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		$ 1,149.93			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2025 - July 11, 2026)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		$ 1,724.90			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1) (Effective July 12, 2026 - October 31, 2027)	CT1AA, CT1CL, EE7MA, EE7MB, EE7MN	MQ1UB		$ 2,587.35			
13	CA	UNBUNDLED DEDICATED 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		$ 1,295.31			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2025 - July 11, 2026)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		$ 1,942.97			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3) (Effective July 12, 2026 - October 31, 2027)	CT3AA, CT3CL, EE7PA, EE7PB, EE7PN, EE7QA, EE7QB, EE7QN	MQ3UB		$ 2,914.46			

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 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XA		$ 78.06	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4XA		$ 117.09	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4XA		$ 175.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XB		$ 78.06	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4XB		$ 117.09	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4XB		$ 175.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XC		$ 78.06	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4XC		$ 117.09	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4XC		$ 175.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXA		$ 8.46	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZXA		$ 12.69	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZXA		$ 19.04	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXB		$ 8.46	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZXB		$ 12.69	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZXB		$ 19.04	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXC		$ 8.46	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZXC		$ 12.69	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZXC		$ 19.04	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XA		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4XA		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4XA		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XB		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4XB		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4XB		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4XC		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4XC		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4XC		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXA		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZXA		$ 201.20	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZXA		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXB		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZXB		$ 201.20	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZXB		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZXC		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZXC		$ 201.20	NA	NA	per mile

13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZXC		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WA		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4WA		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4WA		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WB		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4WB		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4WB		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WC		$ 661.17	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4WC		$ 991.76	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4WC		$ 1,487.64	NA	NA	per point of termination
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBA		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZBA		$ 201.20	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZBA		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBB		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZBB		$ 201.20	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZBB		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBC		$ 134.13	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZBC		$ 201.20	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZBC		$ 301.80	NA	NA	per mile
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXA		$ 1,858.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVXA		$ 2,787.82	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVXA		$ 4,181.73	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXB		$ 1,858.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVXB		$ 2,787.82	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVXB		$ 4,181.73	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVXC		$ 1,858.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVXC		$ 2,787.82	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVXC		$ 4,181.73	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XA		$ 1,819.35	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3XA		$ 2,729.03	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3XA		$ 4,093.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XB		$ 1,819.35	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3XB		$ 2,729.03	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3XB		$ 4,093.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3XC		$ 1,819.35	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3XC		$ 2,729.03	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3XC		$ 4,093.55	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 1.92	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 2.88	NA	NA	

13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 4.32	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 3.42	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CXCEX		$ 5.13	NA	NA	
13	IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CXCEX		$ 7.70	NA	NA	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 49.95	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X1		$ 74.93	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X1		$ 112.39	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 49.95	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X2		$ 74.93	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X2		$ 112.39	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 49.95	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X3		$ 74.93	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X3		$ 112.39	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 7.41	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX1		$ 11.12	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX1		$ 16.68	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 7.41	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX2		$ 11.12	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX2		$ 16.68	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 7.41	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX3		$ 11.12	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX3		$ 16.68	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 480.54	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W1		$ 720.81	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,081.22	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 480.54	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W2		$ 720.81	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,081.22	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 480.54	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W3		$ 720.81	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,081.22	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 128.79	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB1		$ 193.19	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB1		$ 289.78	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 128.79	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB2		$ 193.19	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB2		$ 289.78	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 128.79	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB3		$ 193.19	NA	NA	per mile

13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3		$ 289.78	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX1		$ 889.23	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++, EE7MX	QMVX1		$ 1,333.85			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++, EE7MX	QMVX1		$ 2,000.77			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX2		$ 889.23	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++, EE7MX	QMVX2		$ 1,333.85			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++, EE7MX	QMVX2		$ 2,000.77			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++, EE7MX	QMVX3		$ 889.23	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++, EE7MX	QMVX3		$ 1,333.85			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++, EE7MX	QMVX3		$ 2,000.77			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X1		$ 1,171.08	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++, EE7NX	QM3X1		$ 1,756.62			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++, EE7NX	QM3X1		$ 2,634.93			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X2		$ 1,171.08	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++, EE7NX	QM3X2		$ 1,756.62			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++, EE7NX	QM3X2		$ 2,634.93			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++, EE7NX	QM3X3		$ 1,171.08	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++, EE7NX	QM3X3		$ 1,756.62			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++, EE7NX	QM3X3		$ 2,634.93			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 1.62	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 2.43			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 3.65			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 2.97	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CXCEX		$ 4.46			
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CXCEX		$ 6.69			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X1	1	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X2	2	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 55.74			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 83.61			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X3	3	$ 125.42			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 60.12			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 90.18			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4XZ	I	$ 135.27			Per Point of Termination
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1	1	$ 3.09			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX1	1	$ 4.64			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX1	1	$ 6.96			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2	2	$ 3.45			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX2	2	$ 5.18			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX2	2	$ 7.77			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3	3	$ 2.25			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX3	3	$ 3.38			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX3	3	$ 5.07			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 0.90			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 1.35			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZXZ	I	$ 2.03			per mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 584.19			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 876.29			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W1	1	$ 1,314.43			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 517.41			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 776.12			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W2	2	$ 1,164.18			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 495.09			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 742.64			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W3	3	$ 1,113.96			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 546.75			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 820.13			Per Point

13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4WZ	I	$ 1,230.19			Per Point
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1	1	$ 27.90			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB1	1	$ 41.85			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB1	1	$ 62.78			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2	2	$ 17.28			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB2	2	$ 25.92			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB2	2	$ 38.88			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3	3	$ 42.84			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB3	3	$ 64.26			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3	3	$ 96.39			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 16.77			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 25.16			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZBZ	I	$ 37.74			Per Mile
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX1		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX1		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX2		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX2		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 1,261.08	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX3		$ 1,891.62	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX3		$ 2,837.43	NA	NA	Per Arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X1		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X1		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X2		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X2		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 1,865.46	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X3		$ 2,798.19	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X3		$ 4,197.29	NA	NA	per arrangement
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 30.99	NA	NA	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 46.49	NA	NA	
13	MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 69.73	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	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 66.54	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X1		$ 99.81	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X1		$ 149.72	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 66.54	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X2		$ 99.81	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X2		$ 149.72	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 66.54	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X3		$ 99.81	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X3		$ 149.72	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 7.38	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX1		$ 11.07	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX1		$ 16.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 7.38	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX2		$ 11.07	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX2		$ 16.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 7.38	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX3		$ 11.07	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX3		$ 16.61	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 574.86	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W1		$ 862.29	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,293.44	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 574.86	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W2		$ 862.29	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,293.44	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 574.86	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W3		$ 862.29	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,293.44	NA		Per Point of Termination
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 97.23	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB1		$ 145.85	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB1		$ 218.77	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 97.23	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB2		$ 145.85	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB2		$ 218.77	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 97.23	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB3		$ 145.85	NA		Per Mile

13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3		$ 218.77	NA		Per Mile
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX1		$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX1		$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX2		$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX2		$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 1,249.10	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX3		$ 1,888.65	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX3		$ 2,832.98	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 1.80	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 1.89	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 2.84	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 3.15	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CXCEX		$ 4.73	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CXCEX		$ 7.09	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X1		$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X1		$ 3,775.08	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X2		$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X2		$ 3,775.08	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 1,677.81	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X3		$ 2,516.72	NA		
13	OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X3		$ 3,775.08	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	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X1		$ 83.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X1		$ 124.79			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X1		$ 187.18			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X2		$ 83.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X2		$ 124.79			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X2		$ 187.18			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CZ4X3		$ 83.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CZ4X3		$ 124.79			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CZ4X3		$ 187.18			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX1		$ 9.84			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX1		$ 14.76			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX1		$ 22.14			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX2		$ 9.84			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX2		$ 14.76			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX2		$ 22.14			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	1YZX3		$ 9.84			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	1YZX3		$ 14.76			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	1YZX3		$ 22.14			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W1		$ 860.97			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,291.46			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W1		$ 1,937.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W2		$ 860.97			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,291.46			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W2		$ 1,937.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CZ4W3		$ 860.97			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,291.46			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CZ4W3		$ 1,937.19			Per Pointof Termination - All Zones
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB1		$ 149.79			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB1		$ 224.69			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB1		$ 337.03			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB2		$ 149.79			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB2		$ 224.69			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB2		$ 337.03			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	1YZB3		$ 149.79			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	1YZB3		$ 224.69			Per Mile

13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	1YZB3		$ 337.03			Per Mile
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX1		$ 1,543.08			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX1		$ 2,314.62			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX1		$ 3,471.93			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX2		$ 1,543.08			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX2		$ 2,314.62			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX2		$ 3,471.93			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2024 - July 11, 2025)	UB5++, UK1++	QMVX3		$ 1,543.08			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2025 - July 11, 2026)	UB5++, UK1++	QMVX3		$ 2,314.62			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade (Effective July 12, 2026 - October 31, 2027)	UB5++, UK1++	QMVX3		$ 3,471.93			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X1		$ 2,130.78			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X1		$ 3,196.17			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X1		$ 4,794.26			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X2		$ 2,130.78			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X2		$ 3,196.17			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X2		$ 4,794.26			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, UK3++	QM3X3		$ 2,130.78			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, UK3++	QM3X3		$ 3,196.17			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, UK3++	QM3X3		$ 4,794.26			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7MX, UK1++	CXCDX		$ 2.34			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7MX, UK1++	CXCDX		$ 3.51			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7MX, UK1++	CXCDX		$ 5.27			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2024 - July 11, 2025)	UB5++, EE7NX, UK3++	CXCEX		$ 3.03			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2025 - July 11, 2026)	UB5++, EE7NX, UK3++	CXCEX		$ 4.60			
13	WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3 (Effective July 12, 2026 - October 31, 2027)	UB5++, EE7NX, UK3++	CXCEX		$ 6.90			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
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	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3		$ 11.10	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3		$ 1.65	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3		$ 106.79	NA	NA	Per Point of Termination
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3		$ 28.62	NA	NA	per mile
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3		$ 197.61	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3		$ 260.24	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX		$ 0.36	NA	NA	
13	IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX		$ 0.66	NA	NA	

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13	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	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	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			