

AT&T Wholesale Agreement

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

INDIANA BELL TELEPHONE COMPANY INCORPORATED

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SUBJECT

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

between

Indiana Bell Telephone Company Incorporated

and

Time Warner Telecom of Indiana, L.P.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), is dated as of _____, 2002 by and between SBC Communications, Inc. owned **Indiana Bell Telephone Company Incorporated ("Ameritech Indiana" or "AM-IN")** and, **Time Warner Telecom of Indiana, L.P. ("TWTC")** (a Limited Partnership). Notwithstanding Paragraph 43 of the Merger Conditions approved by FCC Memorandum Opinion and Order released October 8, 1999 in CC Docket No. 98-141 "In re Applications of Ameritech Corp. and SBC Communications Inc. for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63 90, 95 and 101 of the Commission's Rules," this Agreement is effective and available only in the State of Indiana because of differences and limitations in regulatory, legal, technical, network and OSS attributes in other states. Other states' terms and conditions are not included in this Agreement as a result of a ruling in the following state of Indiana Arbitration Award: **In AT&T Communications of Indiana, Inc. TCG Indianapolis Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Indiana Bell Telephone Company, Incorporated (Ameritech Indiana) pursuant to Section 252(b) of the Telecommunications Act of 1996 in Docket 40571 INT 03.**

WHEREAS, TWTC represents that it is, or intends to become, a provider of Telephone Exchange Service to End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

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

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

WHEREAS, for purposes of this Agreement, TWTC intends to operate where **Indiana Bell Telephone Company Incorporated, ("Ameritech Indiana")**, is the incumbent Local Exchange Carrier(s) and TWTC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in **Ameritech-Indiana** Service areas by the appropriate State Commission;

NOW, THEREFORE, the Parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

- 1.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 1.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **“Account Owner”** means a telecommunications company, including **AM-IN**, that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 1.1.6 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **AM-IN** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.6.1 Data services that are not primarily based on packetized technology, such as ISDN,

1.1.6.2 x.25-based and x.75-based packet technologies, or

1.1.6.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

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

1.1.8 **“Alternate Billing Service” (ABS)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.1.9 **AM-IN** - As used herein, **AM-IN** means the applicable SBC-owned ILEC doing business in Indiana.

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

1.1.11 **“As Defined in the Act”** means as specifically defined by the Act.

1.1.12 **“As Described in the Act”** means as described in or required by the Act.

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

1.1.14 **“Automatic Route Selection” or “ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.1.15 **“Billed Number Screening” (BNS)** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.1.16 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.

1.1.17 **“Business Day”** means Monday through Friday, excluding holidays on which **AM-IN** does not provision new retail services and products.

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

- 1.1.27.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.27.3 **“Centralized AMA” (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.
- 1.1.28 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.29 **“CNAM Query”** means a Query that allows TWTC to query a Calling Name Database for Calling Name Information in order to deliver that information to TWTC’s local CNDS subscribers.
- 1.1.30 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.31 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.32 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.33 **“Commission”** means the **Indiana Utilities Regulatory Commission (IN-URC)**, the applicable State agency with regulatory authority over Telecommunications.
- 1.1.34 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.35 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.1.36 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other

economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 1.1.37 **“Customer Usage Data”** means the Telecommunications Services usage data of a TWTC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **AM-IN** and forwarded to TWTC.
- 1.1.38 **“Custom Local Area Signaling Service Features” (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.39 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.40 **“Data Base Administration Center” (DBAC)** means an **AM-IN** location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- 1.1.41 THIS SPACE INTENTIONALLY LEFT BLANK.
- 1.1.42 THIS SPACE INTENTIONALLY LEFT BLANK.
- 1.1.43 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.43.3 any Force Majeure Event.
- 1.1.44 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in **AM-IN** Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the TWTC Central Offices, TWTC Routing Points, Activation Dates, the POI(s) and the applicable **AM-IN** Central Offices.

- 1.1.45 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.46 **“Digital Cross Connect Panel” (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.1.47 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.47.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.47.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.1.47.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.48 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.49 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.50 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.51 **“Enhanced LECLink”** is a customer access service to the national distribution of billing records via Telcordia’s Centralized Message Distribution System (CMDS).
- 1.1.52 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.53 **“Exchange Access”** is As Defined in the Act.
- 1.1.54 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.55 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-

billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

- 1.1.56 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.57 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.58 **“Feature Group D” (FGD)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.59 **“FCC”** means the Federal Communications Commission.
- 1.1.60 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.1.61 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers (“LECs”), is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.
- 1.1.62 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau,

agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

- 1.1.63 **“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.64 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.
- 1.1.65 **“Integrated Services Digital Network” (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.66 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.67 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.
- 1.1.68 **“Interconnection”** is As Defined in the Act.
- 1.1.69 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.70 **“Interexchange Carrier” (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.71 **“InterLATA”** is As Defined in the Act.
- 1.1.72 **“Intermediate Distribution Frame” (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.73 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158 and defined in paragraphs 3-5 of the FCC’s Declaratory Ruling in CC Docket 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68.
- 1.1.74 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

- 1.1.75 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.76 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 1.1.77 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.78 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.79 **“Line Side”** refers to the switch port toward the TWTC’s side of the equipment.
- 1.1.80 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.81 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.82 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.83 **“Local Loop Transmission”, “Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the AM-IN Serving Wire Center.
- 1.1.84 **“Local Traffic”** - Local Traffic, for purposes of intercompany compensation, is if (i) the call originates and terminates in the same **AM-IN** exchange area; or (ii) originates and terminates within different **AM IN** Exchanges that share a common mandatory local calling area, e.g. mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.
- 1.1.85 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

- 1.1.86 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.87 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.88 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.1.89 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.1.90 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.91 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.
- 1.1.92 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.93 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical

References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

- 1.1.94 **“Multiple Bill/MultipleTariff”** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a multiple tariff (MM).
- 1.1.95 **“Mutual Compensation”** as defined in the Amendment to Time Warner Telecom Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions.
- 1.1.96 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.97 **“Network Element”** is As Defined in the Act.
- 1.1.98 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three- digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.99 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.100 **“Number Portability”** is As Defined in the Act.
- 1.1.101 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.102 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

- 1.1.103 **“Originating Point Code” (OPC)** means a code assigned to identify TWTC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.104 **“Party”** means either TWTC or the **SBC**-owned ILEC; use of the term “Party” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both TWTC and the **SBC**-owned ILEC; use of the term “Parties” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 1.1.105 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.106 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.107 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.108 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.109 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.110 **“Rate Center Area”** means the following in each applicable area:
- 1.1.110.1 **AM-IN**
- 1.1.110.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.1.111 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.112 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.113 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.1.114 **“SBC Communications Inc.” (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.115 **“Service Control Point” (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.
- 1.1.116 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.117 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability (“PNP”).
- 1.1.118 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.119 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.120 **“Signal Transfer Point” (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

- 1.1.121 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.122 **“Special Billing Number” (SBN)** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 1.1.123 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.124 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 1.1.125 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.126 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.127 **“Telecommunications”** is As Defined in the Act.
- 1.1.128 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.129 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.130 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.131 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.132 **“Third Party”** means any Person other than a Party.
- 1.1.133 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.134 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

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

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

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

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement or lowercased terms not defined will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

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

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any

particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, TWTC Practice, **AM-IN** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a “**Referenced Instrument**”), it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such Referenced Instrument at such time. If a dispute about interpretation arises, the Parties shall submit the matter for resolution pursuant to Section 10 of this Agreement.

2.4 References

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

2.5 Tariff References

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

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

2.5.3 Wherever the term “customer” is used in connection with **AM-IN** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

2.6 Conflict in Provisions

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

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those

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

2.7 Joint Work Product

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

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. 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, Resale Service, Network Element, function, facility, product or service 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; indemnity; remedies; intellectual property; publicity and use of trademarks and 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; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **AM-IN** but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated to comport with the order or finding, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 State-specific terms have been negotiated (or in the case of 2.10.1 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

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

execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **AM-IN**'s obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **AM-IN** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

2.12.1.2 assets that **AM-IN** owns or leases and which are used in connection with **AM-IN**'s provision to TWTC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the **"ILEC Assets"**).

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **AM-IN**, TWTC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with TWTC. TWTC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **AM-IN** and any such TWTC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to TWTC and any such TWTC Affiliate for the term of this Agreement as stated herein until either **AM-IN** or TWTC or any such TWTC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such TWTC Affiliate and SBC or **AM-IN** until the expiration of such other agreement.

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

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software, the purchase of the assets of another company 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"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **AM-IN**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.4 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 4.5 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:
 - 4.5.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 4.5.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - 4.5.3 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.

- 4.5.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.5.1 through 4.5.3 of this Agreement.
- 4.5.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.5.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.5.7 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:
- 4.5.7.1 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
 - 4.5.7.2 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
 - 4.5.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.6 Section 4.5 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.7 Upon TWTC signature of this Agreement, TWTC shall provide **AM-IN** with TWTC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

- 4.8 In the event that TWTC makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other TWTC identifier (collectively, a "TWTC Change"), TWTC shall submit written notice to **AM-IN** within thirty (30) calendar days of the first action taken to implement such TWTC Change. TWTC may make one (1) TWTC Change in any twelve (12) month period without charge by **AM-IN** for updating its databases, systems, and records solely to reflect such TWTC Change. In the event of any additional TWTC Change, **AM-IN** reserves the right to seek recovery of the costs associated with updating the applicable **AM-IN** databases, systems, and records to reflect TWTC Change. Notwithstanding the above, for each TWTC Change the TWTC shall pay any applicable charges associated with recording and otherwise updating any TWTC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **AM-IN** to make the TWTC Change.
- 4.9 When an End User changes its service provider from **AM-IN** to TWTC or from TWTC to **AM-IN** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.9.1. Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 THIS SPACE INTENTIONALLY LEFT BLANK

- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on date May 31, 2003 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to

the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 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.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If **AM-IN** serves notice of expiration pursuant to Section 5.2 or Section 5.4, TWTC shall have fifteen (15) calendar days to provide **AM-IN** written confirmation if TWTC wishes to pursue a successor agreement with **AM-IN** or terminate its agreement. TWTC shall identify the action to be taken on each applicable (13) state(s). If TWTC wishes to pursue a successor agreement with **AM-IN**, TWTC will include its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **AM-IN** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of TWTC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **AM-IN** received TWTC's Section 252(a)(1) request unless the date is extended by mutual agreement; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement of termination or expiration of this agreement, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), TWTC withdraws its Section 252(a)(1) request, TWTC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that TWTC does not wish to pursue a successor agreement with **AM-IN** for a given state. 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 TWTC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **AM-IN**'s receipt of TWTC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If TWTC does not affirmatively state that it wishes to pursue a successor agreement with **AM-IN** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the **AM-IN**'s notice of expiration or termination, 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 TWTC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following TWTC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, or 5.7(ii) **AM-IN** and TWTC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that TWTC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 In the event of fraud associated with a TWTC End User's account, the Parties agree that liability should be determined based on the facts related to the incident of fraud. **AM-IN** shall not be liable for any fraud associated with a TWTC End User's account unless such fraud is determined to have been committed by an employee or other person under the control of SBC-Ameritech.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. 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.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers 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.
- 6.4 **AM-IN** will provide notification messages to TWTC on suspected occurrences of ABS-related fraud on TWTC accounts stored in the applicable LIDB. **AM-IN** will provide via fax.
- 6.4.1 TWTC understands that Sleuth alerts only identify potential occurrences of fraud. TWTC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. TWTC understands and agrees that it will also need to determine what, if any, action TWTC should take as a result of a Sleuth alert.
- 6.4.2 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.3 For each alert notification provided to TWTC, TWTC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. TWTC may request up to three reports per alert.
- 6.5 In **AM-IN** ABS-related alerts are provided to TWTC at no additional charge.

7. DEPOSITS

- 7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. If TWTC Furnishes both Resale Services and Network Elements in one (1) state under this Agreement, TWTC shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.9, inclusive.

- 7.2 If TWTC has not established a minimum of twelve (12) consecutive months good credit history with AM-IN TWTC shall remit an initial cash deposit to AM-IN prior to the furnishing of Resale Services or Network Elements in each state covered by this Agreement. The deposit required by the previous sentence shall be determined as follows:
- 7.2.1 For AM-IN subject to external credit check verification and/or financial statement review, AM-IN may require two (2) to four (4) months of projected average monthly billings as a deposit.
- 7.2.2 If TWTC has established a minimum of twelve (12) consecutive months good credit history with AM-IN, AM-IN shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.9 of this Agreement shall continue to apply in each state for the Term. In determining whether TWTC has established a minimum of twelve (12) consecutive months good credit history with AM-IN, TWTC's payment record with AM-IN for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.
- 7.3 Any cash deposit for one state shall be held by AM-IN as a guarantee of payment of charges billed to TWTC, provided, however, AM-IN may exercise its right to credit any cash deposit to TWTC's account upon the occurrence of any one of the following events:
- 7.3.1 when AM-IN sends TWTC the second delinquency notification for that state during the most recent twelve (12) months; or
- 7.3.2 when AM-IN suspends TWTC's ability to process orders in accordance with Section 9.5.1.3; or
- 7.3.3 when TWTC files for protection under the bankruptcy laws; or
- 7.3.4 when an involuntary petition in bankruptcy is filed against TWTC and is not dismissed within sixty (60) days; or
- 7.3.5 when this Agreement expires or terminates; or
- 7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, AM-IN shall credit any cash deposit to TWTC's account so long as TWTC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.
- 7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to TWTC's account at the time that the cash deposit is credited to TWTC's account.

- 7.4 So long as TWTC maintains timely compliance with its payment obligations, **AM-IN** will not increase the deposit amount required. If TWTC fails to maintain timely compliance with its payment obligations, **AM-IN** reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.9.
- 7.5 If during the first six (6) months of operations TWTC has been sent one delinquency notification letter by **AM-IN**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:
- 7.5.1 for **AM-IN** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.6 Throughout the Term, any time TWTC has been sent two (2) delinquency notification letters by **AM-IN**, the deposit amount for that state shall be re-evaluated based upon TWTC's actual billing totals and shall be increased if TWTC's actual billing average:
- 7.6.1 For **AM-IN** for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to TWTC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of TWTC's CBAs/ESBAs/ASBS ("ASBS" is utilized in **AM-IN** only) and BANs for Resale Services or Network Elements, as appropriate within that state shall be used to calculate TWTC's monthly average.
- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, TWTC shall remit the additional deposit amount to **AM-IN** within thirty (30) calendar days of receipt of written notification from **AM-IN** requiring such deposit. If TWTC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit **AM-IN** shall begin the process set forth in Section 9 of this Agreement. If TWTC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **AM-IN** shall begin the procedure(s) set forth in Section 9.5 of this Agreement.
- 7.9 The fact that **AM-IN** holds either a cash deposit or irrevocable bank letter of credit does not relieve TWTC from timely compliance with its payment obligations under this Agreement.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix

Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 THIS SPACE INTENTIONALLY LEFT BLANK.

8.1.2 Remittance in full of all bills rendered by either Party is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.3 If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to either Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Section 8.1.4., as applicable. If late charges are assessed by TWTC, then Section 8.2 shall apply for the computation of the late charges.

8.1.4 If any charge incurred under this Agreement that is billed out of any **AM-IN** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **AM-IN** under this Agreement, billed out of TWTC's billing system, is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable Party's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to an appropriate **AM-IN** bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, TWTC and **AM-IN** will each 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 thirty (30) days written notice of the change and such notice will include the new banking information. **AM-IN** desires electronically transferred funds and remittances via automated clearinghouse (ACH) utilizing either a CCD+ or a CTX standard entry class code. TWTC agrees to provide such automated remittances. In the event TWTC receives multiple and/or other bills from **AM-IN** which are payable on the same date, TWTC may remit one payment for the sum of all such bills using CTX. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems. TWTC and **AM-IN** shall abide by the National Automated

Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **AM-IN** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **AM-IN** shall not be liable for any delays in receipt of funds or errors in entries caused by TWTC or Third Parties, including TWTC's financial institution. TWTC is responsible for its own banking fees.

- 8.4 If any portion of an amount due to a Party (the **"Billing Party"**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (**"Disputed Amounts"**) and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - 8.4.4 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:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 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;
 - 8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 Disbursements from the escrow account shall be limited to those:

- 8.4.4.5.1 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
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or
 - 8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.
- 8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:
 - 8.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;
 - 8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;
- 8.8 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of the Billing Party, the Parties shall cooperate to ensure that all of the following actions are taken:
 - 8.8.1 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and
 - 8.8.2 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.

- 8.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party for Resale and/or Network elements within the time specified in Section 8.8 shall be grounds for termination of this Agreement.
- 8.10 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.11 Exchange of Billing Message Information
- 8.11.1 **AM-IN** will provide TWTC a specific Daily Usage File (“**DUF**” or “**Usage Extract**”) for Resale Services and Network Element usage sensitive services provided hereunder (“**Customer Usage Data**”). Such Customer Usage Data shall be provided by **AM-IN** in accordance with Exchange Message Interface (**EMI**) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for **AM-IN**. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **AM-IN** within that state, (ii) with sufficient detail to enable TWTC to bill its End Users for usage sensitive services furnished by **AM-IN** in connection with Resale Services and Network Elements provided by **AM-IN**. Procedures and processes for implementing the interfaces with **AM-IN** will be included in implementation requirements documentation.
- 8.11.2. To establish file transmission for the Daily Usage File, TWTC must provide a separate written request for each state to **AM-IN** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.11.3 Call detail for LEC-carried calls that are alternately billed to TWTC End Users lines provided by **AM-IN** through Resale or Network Elements will be forwarded to TWTC as rated call detail on the DUF.
- 8.11.4 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **AM-IN** for billing, which would otherwise be processed by **AM-IN** for its retail End Users, will be returned to the IXC and will not be passed through to TWTC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **AM-IN** records the message.
- 8.11.5 **AM-IN** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.11.6 TWTC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement.
- 9.2 Failure to pay undisputed charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.
- 9.2.1 With respect to Resale Services and Network Elements, **AM-IN** will notify TWTC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that TWTC must remit payment within fourteen (14) calendar days following receipt of **AM-IN**'s notice.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
- 9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and
- 9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.
- 9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **AM-IN**

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill for Resale Services or Network Elements into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

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

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

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

9.5.1.4 discontinue service.

9.5.1.4.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuing service by **AM-IN** shall be done as required by Indiana Utility Regulatory Commission rule 170 IAC 7-6.

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

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

9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 Service Center (**AM-IN**)

10.3.1.2 Informal Dispute Resolution; and

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

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

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a TWTC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate **AM-IN** Service Center for resolution. In order to resolve a billing dispute, disputing party shall furnish **AM-IN** written notice of (i) the date of the bill in question, (ii) CBA/ ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any

USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that TWTC disputes the billed amount. To be deemed a “dispute” under this Section 10.4, TWTC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute TWTC’s irrevocable and full waiver of its right to dispute the subject charges.

- 10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on the other Party's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the other Party furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, the non-disputing Party will notify the disputing Party of the status of the dispute and the expected resolution date.
- 10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that TWTC furnishes all requisite information and evidence under Section 10.4.1), **AM-IN** will notify TWTC of the status of the dispute and the expected resolution date.
- 10.4.4 Any notice of Disputed Amounts given by **AM-IN** to TWTC pursuant to Section 10.3 shall furnish TWTC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that **AM-IN** disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **AM-IN** furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, TWTC will notify **AM-IN** of the status of the dispute and the expected resolution date.
- 10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in

writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative with the authority to resolve the dispute, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the Formal Dispute Resolution procedures described in this Section 10.6. Formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3, except that Formal Dispute Resolution may be invoked after ten (10) calendar days if mutually agreed to by the Parties or if the Parties mutually agree that they have reached an impasse or if the dispute affects the ability of a Party to provide uninterrupted service to its End User(s) or precludes the provisioning of service, functionality, or network element, except that if the Commission has adopted an expedited review process, the affected Party shall be entitled to immediately exercise its rights thereunder.

10.6.2 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration under Section 10.7. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.3 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration

and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

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

10.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to the non-procedural rules of the appropriate Commission or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. An arbitration will be held in the state in which the dispute arose or in another location agreed to by the Parties if the dispute is regional in nature. The arbitration hearing will be requested to commence within sixty (60) calendar 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties shall work cooperatively to implement the arbitration award within the time parameters stated in the award. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – AM-IN

- 11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement (**"service start date"**) for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.
- 11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during the Audited Party's normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may

redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1, for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS
ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except as otherwise provided in Section 14 Indemnity, or in specific appendices, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 13.2 In the case of any Loss alleged or made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its affiliates, agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively, Consequential Damages), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party.
- 13.4 **AM-IN** shall not be liable for damages to an End User's premises resulting from the furnishing of Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including the installation and removal of equipment and associated wiring, unless the damage is caused by **AM-IN**'s gross negligence or willful misconduct. **AM-IN** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.
- 13.5 Except for payments required pursuant to Section 15 Performance Measurements, including but not limited to any penalties, damages, service associated credits with the SBC-AIT merger or other penalties assessed by any state, and except for indemnity obligations under Section 14 Indemnity, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract, tort or otherwise, shall not exceed in total the amount **AM-IN** or TWTC has or would have properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or

a Resale Service provided for a specific End User of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed, and (ii) the amount such negligent or breaching Party would have been liable to its End User if the comparable retail service was provided directly to its End User.

- 13.6 To the extent permitted by Applicable Law, a Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for: (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or function that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 13.3). To the extent a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability that such other Party included in its own tariffs at the time of such Loss.
- 13.7 **AM-IN** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **AM-IN**'s gross negligence or willful misconduct. **AM-IN** does not guarantee or make any warranty with respect to unbundled elements when used in an explosive atmosphere.
- 13.8 TWTC hereby releases **AM-IN** from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided by TWTC to **AM-IN** under this Agreement, including any errors or omissions occurring in TWTC's End User listing information as it appears in the White Pages directory, including, but not limited to, Consequential Damages, except to the extent caused by **AM-IN**'s own negligence or willful misconduct.
- 13.9 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.
- 13.10 **REMEDIES.** Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be

cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

14. INDEMNITY

- 14.1 Except as otherwise provided herein or in specific appendices, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the “Indemnifying Party”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (the “Indemnified Party”) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (“Fault”) by such Indemnifying Party, its agents, its end user, contractors, or others retained by such parties, in connection with the indemnifying provision of services or functions under this Agreement; provided, however, that: (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course and scope of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.2 Each Party, shall, to the maximum extent permitted by Applicable Law, provide in its tariffs and contracts with its End Users that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any End User for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable End User for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 13.3). In the event that a Party breaches its obligation under this Section, the breaching Party shall be liable to the non-breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party’s End Users.
- 14.3 To the extent allowable by applicable law, TWTC agrees to indemnify, defend and hold harmless **AM-IN** from any Loss arising out of **AM-IN**’s provision of 911 services or out of TWTC’s End Users’ use of the 911 service, whether suffered, made, instituted, or asserted by TWTC or its End Users, including for any personal injury or death of any person or persons, except for Loss which is the direct result of **AM-IN**’s own negligence or willful misconduct.
- 14.4 Each Party shall be indemnified, defended and held harmless by the other Party against any Loss arising from a Party’s disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision unbundled elements provided hereunder or all other claims arising out of any act or omission of the End User in the course of using services or functions

provided pursuant to this Agreement.

- 14.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

14.6 Indemnification Procedures

- 14.6.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense;

provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

15.1 The State Commission's order, decision or findings regarding Performance Measures and associated remedies will be applied for failure to meet specified performance standards. **AM-IN** will apply the Commission's order, decision or findings, which shall constitute the sole obligation of **AM-IN** to pay damages or financial penalties for failure to meet specified performance standards or measures set forth in the Commission's order.

16. INTELLECTUAL PROPERTY

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

- 16.2 TWTC acknowledges that its right under this Agreement to Interconnect with **AM-IN**'s network and to unbundle and/or combine **AM-IN**'s Network Elements (including combining with TWTC'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 to Third Parties. TWTC understands that it is responsible for obtaining any Intellectual Property rights associated with each network element purchased from **AM-IN**, and further agrees to provide **AM-IN**, prior to using any such network element, with either: (1) a copy of the applicable Intellectual Property rights (or letter from the licensor attesting as such); or (2) an affidavit signed by TWTC attesting to the acquisition of any known and necessary Intellectual Property rights.
- 16.3 To the extent not prohibited by contract with the vendor of the network element sought by TWTC, **AM-IN** agrees to provide a list of the names of the vendors of all known and necessary Intellectual Property licenses applicable to the subject network elements(s) within seven days of a request for such a list by TWTC.
- 16.4 **AM-IN** agrees to use its best efforts to obtain for TWTC, under commercially reasonable terms, any necessary Intellectual Property rights to each unbundled network element necessary for TWTC to use such unbundled network element in the same manner as used by **AM-IN**. **AM-IN** shall have no obligation to attempt to obtain any Intellectual Property right(s) that would permit TWTC to use any unbundled network element in a different manner than used by **AM-IN**.
- 16.5 **AM-IN** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning TWTC'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 TWTC's network elements) in **AM-IN**'s network or TWTC'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 **AM-IN** agrees herein to use its best efforts to obtain. In the event such an agreement is not forthcoming for a network element ordered by TWTC, the Parties commit to negotiate in good faith in an attempt to provision alternative elements or services that shall be equivalent to the element for which TWTC is unable to obtain such license or agreement.
- 16.6 All costs associated with the extension of Intellectual Property rights to TWTC as stated hereinabove, 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.
- 16.7 Each Party shall 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 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) arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party for actual infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or any other intellectual property right now know or later developed to the extent that such claim or action arises from the actions of the respective Parties, or failure to act, as required pursuant to the Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply when an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, function, products, or services provided under this Agreement and no infringement would have occurred without such modification.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in 17.1.1, 17.1.2, 17.1.3 of this Section 17.

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	Time WarnerTelecom Of Indiana, L.P.	<u>AM-IN</u> CONTACT
NAME/TITLE	Tina Davis, VP & Deputy General Counsel Cc: Pamela Sherwood Regulatory VP- Mid West Region Time Warner Telecom 4625 West 86 th Street Suite 500 Indianapolis, IN 46268 Fax: 317-713-8923	Contract Administration ATTN: Notices Manager
STREET ADDRESS	10475 Park Meadows Drive	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Littleton, CO 80124	Dallas, TX 75202-5398
FACSIMILE NUMBER	303-566-1010	214-464-2006

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

17.2 AM-IN

17.2.1 AM-IN communicates official information to TWTC via its CLEC Online notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to

whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

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

19. NO LICENSE

- 19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

- 20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if :

- 20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;
- 20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; or
- 20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) calendar days following such disclosure; and
- 20.1.4 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 20, 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"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;
- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

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

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

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

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

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

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

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

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

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

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

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

assurance that confidential treatment shall be accorded to such Proprietary Information.

20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 Notwithstanding any of the foregoing, **AM-IN** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **AM-IN**'s activities under the Act and **AM-IN** need not provide prior written notice of such disclosure to TWTC if **AM-IN** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

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

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by

Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

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

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

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

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

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commission. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in this Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the

costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Agreement and carrying out the inter-carrier compensation rates, terms and conditions herein, **AM-IN** does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by **AM-IN** the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions except as specifically set forth in Section 1 of the "Amendment to Time Warner Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions", executed by the Parties April 30, 2001 and re-executed by the Parties concurrently with the execution of this Agreement. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

- 21.2 Pursuant to Paragraph 43 of the Merger Conditions approved by FCC Memorandum Opinion and Order released October 8, 1999 in CC Docket No. 98-141 "In re Applications of Ameritech Corp. and SBC Communications Inc. for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act . . .," this Agreement is effective and available only in the State of Indiana because of differences and limitations in regulatory, legal, technical, network and OSS attributes in other states. The Parties acknowledge that pursuant to the Arbitrator's Order in AT&T Communications of Indiana, Inc. TCG Indianapolis Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Indiana Bell Telephone Company, Incorporated, (Ameritech Indiana) pursuant to Section 252(b) of the Telecommunications Act of 1996 in Docket 40571 INT 03 that Ameritech's Multi-State language shall not be included in this Agreement and that this Agreement shall only include interconnection terms and conditions specific to Indiana and that the terms changed pursuant to the Arbitrator's Order ("Multi-State Terms") shall be considered to have been arbitrated and such Multi-State Terms will not be considered portable to another state pursuant to the SBC/Ameritech Merger Conditions.

22. GOVERNING LAW

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Indianapolis, Indiana.

23. REGULATORY APPROVAL

- 23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.
- 23.2 Unless otherwise agreed, if the designated Party fails to file this Agreement with the appropriate Commission within sixty (60) days of both Parties' signatures, then this signed Agreement is null and no longer valid. In such event, the designated Party may not file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor Agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties

will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor agreement by the Commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last Commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 AM-IN

- 24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.
- 24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **AM-IN** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable Commission.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **AM-IN** and TWTC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

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

26.1.2. Subpoenas:

- 26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 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.

27. **RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**

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

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. **NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY**

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

29. ASSIGNMENT

- 29.1 TWTC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **AM-IN**, which may not be unreasonably withheld; provided that TWTC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **AM-IN** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.
- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **AM-IN** pursuant to this Section 29, TWTC agrees that any change, modification or other activity required for **AM-IN** to accommodate or recognize the successor to or assignee of TWTC shall be a TWTC Change and shall be subject to Section 4.8.
- 29.3 If **AM-IN** directly or indirectly (including without limitation through a transfer of control or by operation of law) sells, exchanges, swaps, assigns, or transfers ownership or control of all or any portion of Ameritech's telephone operations (any such transaction, a "Transfer") to any purchaser, operator or other transferee (a "Transferee"), **AM-IN** must provide TWTC with at least ninety (90) calendar days prior written notice. **AM-IN** shall not engage in any Transfer unless the Transferee thereof shall agree in writing (in form and substance reasonably satisfactory to TWTC), for the benefit of TWTC:
- (i) to be bound by all of **AM-IN**'s obligations in this Agreement with respect to the portion of Ameritech's telephone operations so transferred (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;
 - (ii) to ensure that the Transfer shall not have a material adverse impact on the operations or functionality of any of the Services provided under this Agreement to TWTC or its End Users to the extent that such impact would not have been permitted under this Agreement;
 - (iii) to waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251 (f) of the Act or other applicable law; and
 - (iv) to engage in good faith negotiations with TWTC prior to the expiration of any interconnection agreement governing the Transferred Operations.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, 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.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

- 32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and
- 32.1.2 listed by any governmental agency as a hazardous substance.
- 32.2 TWTC will in no event be liable to **AM-IN** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that TWTC did not introduce to the affected work location. **AM-IN** will indemnify, defend (at TWTC's request) and hold TWTC and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:
 - 32.2.1 Any environmental hazard that **AM-IN**, its contractors or agents introduce to the work locations, or
 - 32.2.2 The presence or release of any environmental hazard for which **AM-IN** is responsible under Applicable Law.
- 32.3 **AM-IN** will in no event be liable to TWTC for any costs whatsoever resulting from the presence or release of any environmental hazard that **AM-IN** did not introduce to the affected work location. TWTC will indemnify, defend (at **AM-IN**'s request) and hold **AM-IN** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:
 - 32.3.1 any environmental hazard that TWTC, its contractors or agents introduce to the work locations, or
 - 32.3.2 the presence or release of any environmental hazard for which TWTC is responsible under Applicable Law.

33. **FORCE MAJEURE**

- 33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a **"Force Majeure Event"**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such

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

34. TAXES

- 34.1 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, Taxes shall be billed as a separate item on the invoice.
- 34.2 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. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 34.3 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.

- 34.4 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; 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.
- 34.5 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.
- 34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid

resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

- 34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 36.2 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.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent

normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **AM-IN**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

- 37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between TWTC and **AM-IN**, the rates, terms, and conditions of Appendix SS7 will apply.
- 37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 38.1 TWTC will not send to **AM-IN** local traffic that is destined for the network of a Third Party unless TWTC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

- 39.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 39.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
- 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 39.3 Except as otherwise provided in this Agreement, TWTC shall be the primary point of contact for TWTC's End Users with respect to the services TWTC provides such End Users.
- 39.4 TWTC acknowledges that **AM-IN** may, upon End User request, provide services directly to such End User similar to those offered to TWTC under this Agreement.

40. EXPENSES

- 40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 40.2 **AM-IN** and TWTC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

- 41.1 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 negotiation of this Agreement or any associated documents.

42. SURVIVAL

- 42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the

termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

- 43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 43.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

44. AMENDMENTS AND MODIFICATIONS

- 44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commission.
- 44.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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

- 45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions¹, **AM-IN** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. 252(a)(1), by **AM-IN** (that at all

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

times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **AM-IN** is a party.

- 45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when TWTC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of Commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.
- 45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

46. APPENDICES INCORPORATED BY REFERENCE

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

- 46.1.1 **AM-IN** shall provide to TWTC access to poles, conduits and rights of ways pursuant to the applicable Appendix Structure Access, which is attached hereto and incorporated herein by reference.

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

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

46.3 DATABASE ACCESS

- 46.3.1 **AM-IN** shall provide to TWTC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference.

46.4 DIALING PARITY -- SECTION 251(b)(3)

- 46.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 46.4.2 **AM-IN** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

46.5 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A),(B),(C);
47 CFR § 51.305(a)(1)

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

46.6 NUMBER PORTABILITY -- SECTIONS 251(b)(2)

46.6.1 The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is attached hereto and incorporated herein by reference.

46.7 OTHER SERVICES

46.7.1 911 and E911 Services

46.7.1.1 **AM-IN** will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911, which is attached hereto and incorporated herein by reference.

46.7.1.2 The Parties agree that for any switch or application used to provide only data services, the following rules concerning 911 requirements apply:

46.7.1.2.1 Having represented and warranted to **AM-IN** that it will only transmit data services over a particular switch or application, TWTC agrees that it will not provide voice service to its End Users by means of such switch or application; and

46.7.1.2.2 TWTC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and

46.7.1.2.3 TWTC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. TWTC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) TWTC plans to serve, submission of the appropriate form(s)

to **AM-IN**, and, following **AM-IN**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the TWTC's 911 service architecture. TWTC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). TWTC understands that, based on **AM-IN**'s prior experience with TWTC implementation of 911, these steps require a minimum of sixty (60) days.

46.7.2 **AIN**

46.7.2.1 One or more of the ILECs making up **AM-IN** has deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by TWTC, and where technically feasible, **AM-IN** will provide TWTC with access to **AM-IN**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

46.7.3 Directory Assistance (DA)

46.7.3.1 **AM-IN** will provide nondiscriminatory access to Directory Assistance services under the terms and conditions identified in the applicable Appendix DA, which is attached hereto and incorporated herein by reference.

46.7.4 **Hosting**

46.7.4.1 At TWTC's request, **AM-IN** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from TWTC for distribution to the appropriate billing and/or processing location or for delivery to TWTC of such data via **AM-IN**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which is attached hereto and incorporated herein by reference.

46.7.5 Operator Services (OS)

46.7.5.1 **AM-IN** shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS, which is attached hereto and incorporated herein by reference.

46.7.6 Signaling System 7 Interconnection

46.7.6.1 At TWTC's request, **AM-IN** shall perform SS7 interconnection services for TWTC pursuant to the applicable Appendix SS7, which is attached hereto and incorporated herein by reference.

46.7.7 Publishing and Directory

46.7.7.1 **AM-IN** will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which are attached hereto and incorporated herein by reference.

46.7.8 RESALE--SECTIONS 251(b)(1)

46.7.8.1 **AM-IN** shall provide to TWTC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is attached hereto and incorporated herein by reference.

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

46.7.9.1 **AM-IN** shall provide to TWTC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is attached hereto and incorporated herein by reference.

46.7.10 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).

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

46.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)

46.7.11.1 Pursuant to the applicable Appendix UNE, which is attached hereto and incorporated herein by reference, **AM-IN** will provide TWTC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto. TWTC agrees to provide access to its Network Elements to **AM-IN** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

47. AUTHORITY

- 47.1 **AM-IN** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation. **AM-IN** represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for **AM-IN**. **AM-IN** represents and warrants that it has full power and authority to perform its obligations hereunder.
- 47.2 TWTC represents and warrants that it is a legal entity duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. TWTC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 47.3 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.

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

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

Signatures

Time Warner Telecom of Indiana, L.P.

**by Time Warner Telecom General
Partnership, its General Partner**

**by Time Warner Telecom Holdings, Inc.,
its General Partner**

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

AECN# 7178 OCN# 7436 ACNA-TIM
(Facility Based – if applicable)

**Indiana Bell Telephone Company
Incorporated**

**by SBC Telecommunications, Inc., its
authorized agent**

Signature:_____

Name:_____

Title: President - Industry Markets

Date:_____

APPENDIX 800

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APPENDIX 800

(Access To The Toll Free Calling Database)

1. INTRODUCTION

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

2. DESCRIPTION

- 2.1 **AM-IN**'s 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **AM-IN** does not, either through a tariff or contract, provide Resp Org service.
- 2.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 2.3 Access to the Toll Free Calling Database allows TWTC to access **AM-IN**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-

type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

- 2.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.5 There are three optional features available with 800 service:
 - 2.5.1 Designated 10-Digit Translation;
 - 2.5.2 Call Validation; and
 - 2.5.3 Call Handling and Destination.
 - 2.5.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **AM-IN** will deliver the designated 10-digit number.
 - 2.5.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
 - 2.5.5.1 Time of Day
 - 2.5.5.2 Day of Week
 - 2.5.5.3 Day of Year
 - 2.5.5.4 Allocation of Traffic by Percentage
 - 2.5.5.5 NPA-NXX-XXXX

3. GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices,

terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.

- 3.3 TWTC shall address its queries to AM-IN's database to the alias point code of the STP pair identified by AM-IN. TWTC's queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. TWTC acknowledges that such subsystem number and translation type values are necessary for AM-IN to properly process queries to its 800 database.
- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 TWTC acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AM-IN's CCS/SS7 network and its 800 database. TWTC further agrees that AM-IN, at its sole discretion, may employ certain automatic and/or manual overload controls within AM-IN's CCS/SS7 network to guard against these detrimental effects. AM-IN shall report to TWTC any instances where overload controls are invoked due to TWTC's CCS/SS7 network. TWTC shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.6 During periods of 800 database system congestion, AM-IN shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of AM-IN's 800 database. The automatic code gapping procedure used by AM-IN shall notify TWTC's switch of the gap length (how long TWTC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell AM-IN's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of AM-IN's 800 database. AM-IN reserves the right to manually invoke the automatic code gapping procedure to control congestion.

- 3.7 Prior to AM-IN initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour query volumes. TWTC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever TWTC anticipates a change to existing forecasts. TWTC shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, AM-IN, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to TWTC, AM-IN shall notify TWTC of AM-IN's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- 3.8 TWTC shall from time to time at AM-IN's request, provide additional forecasted information as deemed necessary by AM-IN for network planning in connection with this offering.
- 3.9 AM-IN shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and SBC-AMERITECH AM-TR-OAT-000069.
- 3.10 TWTC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither TWTC nor carrier customers of TWTC, if TWTC is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If TWTC acts on behalf of other carriers to access AM-IN's Toll Free Calling Database, TWTC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by AM-IN after a query to AM-IN's Toll Free Calling Database. TWTC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 TWTC shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 AM-IN shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for TWTC's activities on behalf of its local service customers where AM-IN is the incumbent local exchange carrier. TWTC agrees that any other use of AM-IN's Toll Free Calling Database for the provision of 800 database service by TWTC will be pursuant to the terms, conditions, rates, and charges of AM-IN's effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

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

3.13.1.1 For **AM-IN** - the Local Service Center (LSC).

3.13.1.2 For **AM-IN** - the AIIS Service Center in Milwaukee, Wisconsin.

4. **RATE REGULATIONS**

4.1 TWTC shall pay a Local Service Order Request Charge for each TWTC request for service order activity to establish Access to the Toll Free Calling Database in the **AM-IN** region.

4.2 The prices at which **AM-IN** agrees to provide TWTC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

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

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element.

4.4.2 Designated 10-Digit Translation Rate Element (referred to as POTS Translations in **AM-IN**).

4.4.3 Call Validation Rate Element.

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

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

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**APPENDIX 800
EXHIBIT I****1. SPECIFICATIONS AND STANDARDS**

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

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.3 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.4 **AM-IN** - As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 2.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.7 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.8 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.9 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.
- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **AM-IN**’s Premises 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.
- 2.11 **“Application Fee”** means the charge assessed by **AM-IN** to process the

Collocator's application for physical collocation requests.

- 2.12 **"Approved Vendor"** is a vendor who is qualified by **AM-IN** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.13 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.
- 2.14 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's Physical Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.15 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **"Collocation Interconnection Power Panel (CIPP)"** is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See also 9.6.5.
- 2.17 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **AM-IN** location, for purposes of Interconnection with **AM-IN** or access to Unbundled Network Elements (UNEs).
- 2.18 **"Delivery Date"** is the date, which **AM-IN** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.19 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6 of this Appendix.
- 2.20 **"Eligible Structure"** is (1) an **AM-IN** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **AM-IN** that houses its network facilities, or (3) a structure that houses **AM-IN** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.21 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.22 **"Entrance Fiber Facility"** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **AM-IN** designated manhole into the **AM-IN** Eligible Structure designated splice point. It is used as a

transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **AM-IN** Eligible Structure, if available.

- 2.23 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.24 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.25 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.26 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in **AM-IN**, which is located on the SBC CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.27 **"Non Standard Collocation Request (NSCR)"** in **AM-IN**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.28 **"Other Central Office Space"** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.29 **"Physical Collocation"** is as defined in Section 4 of this Appendix.
- 2.30 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within an **AM-IN** Eligible Structure.
- 2.31 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the **AM-IN** responsibility for the provisioning of service ends.
- 2.32 **"Premises"** means **AM-IN**'s Eligible Structures and all land owned, leased or otherwise controlled by **AM-IN** that is adjacent to these Eligible Structures.

- 2.33 **“Project Management Fee”** reflects **AM-IN**’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.34 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the **AM-IN**’s Eligible Structure.
- 2.35 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **AM-IN**’s Eligible Structures that such an arrangement is technically feasible.
- 2.36 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.37 **“Unused Space”** is space within **AM-IN** Premises which is available for collocation (subject to technical feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **AM-IN** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **AM-IN**’s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **AM-IN** will provide Physical Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, **AM-IN** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **AM-IN**. To the extent that **AM-IN** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **AM-IN**.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:

3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, **AM-IN** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their state certification prior to completion of the build-out, **AM-IN** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their state certification or the Commission has not approved the ICA by day one hundred eighty (180) calendar days after space turnover, then the Collocator forfeits all charges collected to date by **AM-IN** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission of FCC approval.

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **AM-IN** will provide Physical Collocation to Collocator for the purpose of interconnecting to **AM-IN** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **AM-IN** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act).

4.1.1 Caged Physical Collocation

4.1.1.1 In the **AM-IN**'s, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by **AM-IN** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **AM-IN** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **AM-IN** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **AM-IN** Eligible Structure will not be responsible for the entire cost of site preparation.

4.1.1.2 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 **AM-IN**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **AM-IN**, 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.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, **AM-IN** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **AM-IN** 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**"). In each Shared Caged Collocation arrangement, **AM-IN**'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. 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**". An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

- 4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **AM-IN** in a single application. 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 **AM-IN**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and

specifications and coordinated with AM-IN, 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. AM-IN will prorate the Preparation Charges incurred by AM-IN 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%). AM-IN will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an AM-IN 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 AM-IN shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AM-IN 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 or the applicable tariff 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 **AM-IN** 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).

- 4.1.2.1.3 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 Agreement. 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 Agreement and designates **AM-IN** 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 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 or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its Subleased Shared

Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to **AM-IN** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **AM-IN** or for access to **AM-IN**'s Unbundled Network Elements. **AM-IN** shall provide Collocator access to **AM-IN**'s Unbundled Network Elements and permit Collocator to interconnect its network with **AM-IN** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **AM-IN** shall have no obligation to provide Collocator's Resident Collocators access to **AM-IN**'s Unbundled Network Elements or **AM-IN**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **AM-IN**.

4.1.2.1.5 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 **AM-IN** 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. **AM-IN** shall bill the new Primary Collocator any applicable charges to change **AM-IN**'s records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, **AM-IN** will allow Collocator to collocate in any Unused Space in **AM-IN's** Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **AM-IN** will designate the space to be used for cageless collocation. **AM-IN** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **AM-IN** must permit Collocator to have direct access to their equipment.
- 4.1.3.2 Collocator will install their own bay(s) by an **AM-IN** Approved Vendor. **AM-IN** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.
- 4.1.3.5 **AM-IN** prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.
- 4.1.3.6 **AM-IN** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **AM-IN's** network if technically feasible. **AM-IN** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **AM-IN** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **AM-IN** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **AM-IN** will prorate the charge for site conditioning and preparation undertaken to

construct or condition the collocation space so the first Collocator in an **AM-IN** Premise will not be responsible for the entire cost of site preparation. **AM-IN** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **AM-IN** Eligible Structure, **AM-IN** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **AM-IN** to house telecommunications equipment) located at **AM-IN**'s Premises to the extent technically feasible. **AM-IN** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **AM-IN**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **AM-IN** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **AM-IN** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **AM-IN** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **AM-IN** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **AM-IN** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **AM-IN** will provide power and physical collocation services and facilities to such Adjacent

Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

- 4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, **AM-IN** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **AM-IN** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.
- 4.2 All requests for **“Other Physical Collocation”** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by TWTC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after TWTC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **AM-IN** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's **AM-IN** Approved Vendor will be permitted access to the **AM-IN** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **AM-IN** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **AM-IN**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 **AM-IN** shall permit Collocator to place its own connecting transmission facilities within **AM-IN**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **AM-IN**, subject to reasonable safety limitations.

4.5 AM-IN shall voluntarily permit the Collocator to provide, via installation by an AM-IN approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same AM-IN Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, AM-IN shall permit the Collocator to provide, via installation by an AM-IN approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same AM-IN Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by AM-IN, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 AM-IN will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that AM-IN imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from AM-IN.

5. SPACE AVAILABILITY AND ASSIGNMENT

5.1 At the request of Collocator, AM-IN will provide space for Physical Collocation as described above. AM-IN is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, AM-IN will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where AM-IN proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, AM-IN will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 AM-IN will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by AM-IN. AM-IN will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If AM-IN

determines that Collocator's Physical Collocation Application is unacceptable; AM-IN shall advise Collocator of any deficiencies within this ten (10) calendar day period. AM-IN shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, AM-IN shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If AM-IN contends that space for Physical Collocation is not available in an Eligible Structure, AM-IN must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of AM-IN's denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to AM-IN a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an AM-IN's Eligible Structure.

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

5.3.2 If AM-IN denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, AM-IN shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, AM-IN or any of its affiliates has reserved for future use, and must describe in detail the specific

future uses for which the space has been reserved and the length of time for each reservation.

- 5.4 **AM-IN** will maintain a publicly available document, posted for viewing on **AM-IN**'s CLEC ONLINE Web-site, indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.
- 5.5 Upon receipt of a written request, **AM-IN** will submit to the Collocator within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular **AM-IN** Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that **AM-IN** is taking to make additional space additional space available for collocation. **AM-IN** will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once, **AM-IN** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.
- 5.5.1 In **AM-IN**, reports shall be ordered via the Collocation order form on **SBC**'s CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.5.2 **AM-IN** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.5.3 **AM-IN** shall permit a Collocator to submit Physical Collocation Space preferences prior to **AM-IN** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.
- 5.6 **AM-IN** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **AM-IN** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **AM-IN** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **AM-IN** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **AM-IN**'s non-discriminatory practices regarding efficient space utilization.

- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, AM-IN will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide AM-IN with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 AM-IN may retain a limited amount of floor space for AM-IN's own specific future uses; provided, however that neither AM-IN nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, AM-IN will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless AM-IN proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, AM-IN and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.
- 5.10 At the request of the Commission or Collocator, AM-IN shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. AM-IN shall be permitted to recover the cost of removal and/or relocation of such equipment if AM-IN incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 AM-IN may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that AM-IN shall not set a maximum space limitation on Collocator unless AM-IN proves to the Commission that space constraints make such restrictions necessary.
- 5.12 Notwithstanding anything contrary in this Agreement, AM-IN maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. AM-IN will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. AM-IN's space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the AM-IN's Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude

unreasonably Physical Collocation within AM-IN's Premises. In addition, AM-IN will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 AM-IN may restrict Physical Collocation to space separated from space housing AM-IN's Equipment, provided that each of the following conditions is met:

- (1) Either legitimate security concerns, or operational constraints unrelated to AM-IN's or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;
- (2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of AM-IN is separate from space housing AM-IN's equipment;
- (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;
- (4) The cost of the separate space to Collocator will not be materially higher than the cost of non-separated space; and
- (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 AM-IN may require the employees and contractors of Collocator to use a central or separate entrance to the AM-IN Premises; provided, however, that where AM-IN requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the AM-IN's Affiliates and Subsidiaries will be subject to the same restriction.

5.15 AM-IN may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

- (1) Construction of a separate entrance is technically feasible;
- (2) Either legitimate security concerns, or operational constraints unrelated to AM-IN's or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;
- (3) Construction of a separate entrance will not artificially delay collocation provisioning; and
- (4) Construction of a separate entrance will not materially increase Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 AM-IN will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the AM-IN's network for the transmission and routing of telephone exchange service or exchange access, or for access to AM-IN's unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) AM-IN voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.
- 6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:
- (1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with AM-IN at a level equal in quality to that which AM-IN obtains within its own network or AM-IN provides to any Affiliate, subsidiary, or other party.
- (2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.
- 6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:
- (1) transmission equipment that is optical terminating equipment or a multiplexer.
- (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.
- (3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.
- (4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

- (5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different TWTC locations.

- 6.4 AM-IN may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden AM-IN's property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For AM-IN to consider whether a request avoids such burden, TWTC must provide all information needed by AM-IN concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for AM-IN to determine whether or not Equipment meets the "necessary" standard, TWTC must provide information establishing how it intends to use the equipment for interconnection with AM-IN's network for the transmission and routing of telephone exchange service and exchange access and/or for access to AM-IN's UNEs for the provision of a Telecommunications Service. For this purpose, TWTC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a AM-IN UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. AM-IN will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if TWTC seeks to collocate a switch, TWTC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, TWTC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different TWTC locations.
- 6.5 AM-IN will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including,

without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(20) of the Act.

- 6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). AM-IN will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which the Collocator seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that TWTC intends to provide such services. For example, AM-IN will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on AM-IN's property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of TWTC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. AM-IN also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For AM-IN to make these considerations, TWTC must provide, without limitation, the information described in Section 6.4.
- 6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. AM-IN voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in AM-IN's premises, on a non-discriminatory basis, only if AM-IN agrees to such placement.

- 6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by AM-IN as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.
- 6.9 AM-IN will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.
- 6.10 AM-IN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.11 All types of equipment placed in AM-IN Eligible Structures or on its Premises by Collocators must meet the AM-IN minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with AM-IN LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where 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 AM-IN) prior to January 1, 1998 with no known history of safety problems.
- 6.12 AM-IN will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AM-IN applies to its own network equipment. AM-IN will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.13 In the event that AM-IN denies Collocation of Collocator's equipment, citing minimum safety standards, AM-IN will provide within five (5) business days of Collocator's written request to AM-IN representative(s), a list of AM-IN equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AM-IN equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.
- 6.14 In the event Collocator submits an application requesting collocation of certain equipment and AM-IN determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the

equipment. If Collocator disputes such determination by **AM-IN**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **AM-IN** determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **AM-IN**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **AM-IN** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to physically collocate equipment in a new Physical Collocation Space, (ii) a request to Augment an existing Physical Collocation Space, (iii) a request for direct cabling within an Eligible Structure, (iv) a request to partially disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's Eligible Equipment from an Eligible Structure, (vi) an ICB or NSCR, and (vii) specified revisions to Collocation Applications. A copy of the Physical Collocation Application may be obtained from the **AM-IN** Collocation Services Account Manager or from the SBC CLEC ONLINE Web-Site.

7.2 **AM-IN** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by **AM-IN** for other construction and preparation work performed in the Eligible Structure.

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

- 7.3.1 An ICB/NSCR quote is prepared by AM-IN to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space, Augment, or Collocation services where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.
- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements AM-IN employs to protect AM-IN equipment and ensure network reliability.
- 7.5 Payment of Preparation - Prior to any obligation on AM-IN to start any preparation of the Physical Collocation Space, Collocator shall pay AM-IN fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.
- 7.6 Occupancy Conditioned on Payment - AM-IN shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until AM-IN is in receipt of complete payment of the Preparation Charge and any Custom Work charges.
- 7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after AM-IN has begun preparation of the Physical Collocation Space but before AM-IN has been paid the entire amounts due under this Appendix, then in addition to any other remedies that AM-IN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AM-IN's intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **AM-IN** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **AM-IN** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in **AM-IN**.

8. USE OF PHYSICAL COLLOCATION SPACE

- 8.1 **AM-IN** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **AM-IN** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 8.2 Restroom access and parking will be provided on a reasonable basis in **AM-IN**.
- 8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **AM-IN** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **AM-IN**.
- 8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **AM-IN** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **AM-IN** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **AM-IN** and Collocator of a final list and description and receipt by **AM-IN** of

payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

- 8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to AM-IN network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over AM-IN network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.
- 8.7 In no case shall the Collocator's AM-IN Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of AM-IN. AM-IN shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that AM-IN shall have the right to reject or modify any such request. If AM-IN performs any such construction, and the associated cost shall be paid by Collocator in accordance with AM-IN then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets AM-IN minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO AM-IN IN A PHYSICAL COLLOCATION

APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 9.3 Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **AM-IN** Main Distribution Frame and/or interconnection points by Collocator's **AM-IN** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.
- 9.4 Procurement and installation of power cable(s) by Collocator's **AM-IN** Approved Power Installation Vendor from the Physical Collocation Space to the designated **AM-IN**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **AM-IN**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **AM-IN**:
- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its Collocator Telecom Equipment;
- 9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and
- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

- 9.6.5 AM-IN requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from AM-IN's BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from AM-IN's BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to AM-IN's network or gain access to AM-IN's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, AM-IN may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to AM-IN's network or a AM-IN unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."
- 9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/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 AM-IN.
- 9.8.2 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 purpose of interconnecting to AM-IN 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 AM-IN.

- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.
- 9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **AM-IN**.
- 9.10.1 **SBC**'s TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 9.10.2 **SBC**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.
- 9.10.3 **SBC**'s TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **AM-IN** central offices and may be modified from time to time.
- 9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 **AM-IN** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **AM-IN** for other construction and preparation work performed in the Eligible Structure. **AM-IN** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **AM-IN**, provided that **AM-IN** will not unreasonably withhold approval of contractors.
- 10.2 **AM-IN** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **AM-IN** shall not require Collocator to use **AM-IN**'s internal engineering or installation work forces for the engineering and installation of the

Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC's** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **AM-IN**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In **AM-IN**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on SBC's CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, SBC's CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **AM-IN** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **AM-IN**.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC's** CLEC ONLINE Web-Site, **SBC's** TP76300MP, and the TP76200MP in **AM-IN**.

10.5 **AM-IN** shall provide an interconnection point or points, physically accessible by both **AM-IN** and Collocator (typically a **AM-IN** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **AM-IN** will designate interconnection points as close as reasonably possible to the Eligible Structure. **AM-IN** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **AM-IN**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **AM-IN**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **AM-IN** observation, the Collocator's **AM-IN** Approved Vendor will fully extend such Collocator-provided cable per the **SBC's** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for

placement of entrance cable facilities must be scheduled with AM-IN's designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from AM-IN.

- 10.5.2 AM-IN will permit interconnection of copper or coaxial cable only if first approved by the Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5.3 AM-IN will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and AM-IN Main Distribution Frame and/or its equivalent will be installed by the Collocator's AM-IN Approved Vendor. The Collocator's AM-IN Approved Vendor must obtain an approved Method of Procedures (MOP) from AM-IN and follow the AM-IN's standards and requirements for installation of equipment and facilities. AM-IN will install and stencil the termination blocks or panels at AM-IN's Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, AM-IN will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and AM-IN's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to AM-IN's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the AM-IN's is based on demand management. AM-IN will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's AM-IN Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to AM-IN's dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the AM-IN's designated power termination point(s) is at the AM-IN's Power Plant Primary Distribution, the Collocator's AM-IN Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned AM-IN Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power

cable(s) to the AM-IN's Power Plant Primary Distribution, which will be performed by AM-IN. The Collocator's AM-IN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AM-IN and follow the SBC's TP76300MP.

- 10.7 AM-IN will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that AM-IN provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or AM-IN under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and AM-IN are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 AM-IN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 AM-IN agrees to make, at its expense, all changes and additions to the Eligible Structure 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 Physical Collocation Space.
- 10.12 Collocator and AM-IN are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In AM-IN, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event AM-IN determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of AM-IN, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too

costly in AM-IN's sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise AM-IN shall be responsible for any reasonable preparation costs.

- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the AM-IN Eligible Structure or to another Eligible Structure, AM-IN shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.
- 10.15 In the event the Collocator cancels its order after AM-IN has begun preparation of the Physical Collocation Space, but before AM-IN has been paid the entire amount due under this Agreement, then in addition to other remedies that AM-IN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AM-IN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.
- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to AM-IN by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to AM-IN all costs associated with returning the Physical Collocation Space to AM-IN in the same condition as when AM-IN first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by AM-IN of facilities, cabling and cages.
- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with AM-IN to remove the Collocator's equipment from AM-IN 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. AM-IN is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an AM-IN vendor hired by Collocator. Collocator shall indemnify and hold AM-IN harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of

the Collocator's physically collocated equipment must be made within thirty (30) calendar days of AM-IN receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, AM-IN has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. AM-IN shall have no responsibility for damage done to such removed equipment caused by AM-IN or its contractors during the removal process. Collocator will indemnify and hold AM-IN harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if AM-IN removes Collocator's equipment. Any equipment not removed in this time frame may be removed by AM-IN and stored in a non- AM-IN location, at the expense of the Collocator.

- 10.18 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, AM-IN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. AM-IN 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 AM-IN instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, AM-IN may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold AM-IN harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AM-IN.
- 10.20 Other than the security restrictions described herein, AM-IN shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. AM-IN will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.21 Demarcation Point – AM-IN shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and AM-IN's network, with each being responsible for maintenance and

other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **AM-IN** to ensure that services are installed in accordance with a service request.

- 10.22 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **AM-IN** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

- 11.1 Collocator and **AM-IN** will complete an acceptance walk-through of the Physical Collocation Space prior to **AM-IN** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **AM-IN** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at **AM-IN**'s expense.
- 11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **AM-IN** approved installation contractor, **AM-IN**, and/or **AM-IN** vendor.
- 11.3 All installations of equipment must be in accordance with the **SBC**'s TP76300MP and subject to review by an **AM-IN** maintenance engineer for compliance. Should **AM-IN** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or its **AM-IN** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its **AM-IN** Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **AM-IN** to be connected to their equipment.

12. DELIVERY INTERVALS

- 12.1 The construction interval relates to the period in which **AM-IN** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery

interval begins on the date **AM-IN** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **AM-IN** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide **AM-IN**, 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 **AM-IN** has received such response and payment. If the Collocator has not provided the **AM-IN** such response and payment by the twelfth (12) calendar day after the date **AM-IN** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **AM-IN**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **AM-IN** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **AM-IN** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Physical Collocation is determined by **AM-IN** 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 and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Physical Collocation 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

- 12.2 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) calendar 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 Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by **AM-IN** 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 Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AM-IN**.

12.2.1 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 **AM-IN** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead 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 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.

12.3 The second fifty percent (50%) payment must be received by **AM-IN** 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 **AM-IN**.

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

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

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

12.5 The cabling Augment interval is determined by **AM-IN** 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 racking and additional power. The cabling Augment interval assigned will be provided to the Collocator

by **AM-IN** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **AM-IN** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **AM-IN** 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 racking and additional power.

Table (2)

Number of All Cabling Augment 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	35calendar days	65 calendar days

- 12.6 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) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by **AM-IN** 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.

- 12.6.1 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 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 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.

- 12.7 For all Augments other than provided above, AM-IN will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from AM-IN's receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement 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 TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 AM-IN and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an AM-IN employee. Escort charges will apply. These visits will be jointly agreed upon by AM-IN and the Collocator and will be determined on a case by case basis.
- 12.10 During AM-IN delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, AM-IN will notify Collocator that their vendors or contractors will be allowed to do work in parallel with AM-IN throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AM-IN and follow SBC's Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.
- 12.11 In responding to an application request that requires an ICB/NSCR, AM-IN shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.
- 12.12 Adjacent Structure Collocation Delivery Intervals
- 12.12.1 AM-IN Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

- 13.1 As provided herein, AM-IN may require reasonable security arrangements to protect its equipment and ensure network reliability. AM-IN may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, AM-IN may only impose security arrangements that are as stringent as the security arrangements that AM-IN maintains at its own premises for its own employees or authorized

contractors. AM-IN must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in AM-IN Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into AM-IN's Eligible Structure. Reasonable security measures that AM-IN may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that AM-IN's own employees, or third party contractors providing similar functions, must undergo; provided, however, that AM-IN may not require Collocator employees to receive such training from AM-IN itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in AM-IN's technical publications and/or Collocation website(s). AM-IN does 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 Collocators".

13.1.4 AM-IN may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If AM-IN chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to AM-IN's equipment. AM-IN's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

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

13.2.1 Theft or destruction of AM-IN's or any Collocator's property.

13.2.2 Use or attempted use/sale of alcohol or illegal drugs on AM-IN's property.

- 13.2.3 Industrial espionage.
- 13.2.4 Threats or violent acts against other persons on AM-IN's property.
- 13.2.5 Knowing violations of any local, state or federal law on AM-IN's property.
- 13.2.6 Permitting unauthorized persons access to AM-IN's or Collocator's equipment on AM-IN's property.
- 13.2.7 Carrying a weapon on AM-IN's property.
- 13.3 In addition, the Collocator and AM-IN will take appropriate disciplinary steps as determined by each party to address any violations reported by AM-IN or the Collocator of AM-IN's policies and practices on security, safety, network reliability, and business conduct as defined in SBC's Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.
- 13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by AM-IN's authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AM-IN as well.
- 13.5 AM-IN may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

- 14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:
 - 14.1.1 The Physical Collocation Space is not rendered untenable in whole or in part, AM-IN shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
 - 14.1.2 The Physical Collocation Spaces is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, AM-IN has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of

the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **AM-IN** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **AM-IN** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

- 14.2 Any obligation on the part of **AM-IN** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **AM-IN** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **AM-IN** on request of Collocator.
- 14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **AM-IN**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

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

16. LIMITATION OF LIABILITY

- 16.1 Collocator acknowledges and understands that **AM-IN** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical

Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, AM-IN shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or AM-IN, and regardless of whether any claimed AM-IN liability arises in tort or in contract. Collocator shall save and hold AM-IN harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

17. INDEMNIFICATION OF AM-IN

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

18. OSHA STATEMENT

18.1 Collocator, in recognition of AM-IN's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of AM-IN with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold AM-IN harmless for any judgments, citations, fines, or other penalties which are assessed against AM-IN as the result of Collocator's failure to comply with any of the foregoing. AM-IN, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of

the Physical Collocation Space which **AM-IN** has agreed to maintain pursuant hereto.

19. NOTICES

- 19.1 Except in emergency situations, **AM-IN** shall provide Collocator with written notice five (5) business days prior to those instances where **AM-IN** or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.
- 19.2 **AM-IN** will inform Collocator by telephone of any emergency-related activity that **AM-IN** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.
- 19.3 **AM-IN** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator Telecom Equipment. **AM-IN** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator Telecom Equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.

Chicago, Illinois 60654
Fax: 312-527-2670

If to Collocator:

(FOR IN, WI, OH)
Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268
Fax: 317-713-8923

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

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

CSC
2600 North Central Expressway,
6th Floor,
Richardson, Texas 75080

If to Collocator:

Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268

20. INSURANCE

- 20.1 Collocator shall furnish **AM-IN** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **AM-IN** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases AM-IN from and waives any and all right of recovery, claim, action or cause of action against AM-IN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, except for gross negligence of AM-IN, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AM-IN, and any rights of Collocator against AM-IN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AM-IN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by reasonably AM-IN from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing AM-IN structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AM-IN.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, AM-IN's obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure.

Collocator shall arrange for **AM-IN** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

- 20.6 Collocator must also conform to recommendations made by **AM-IN**'s Property Insurance Company, if any, unless a recommendation is also applicable to **AM-IN** and **AM-IN** does not so conform in the Eligible Structure where the Physical Collocation space is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 **AM-IN** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **AM-IN** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **AM-IN** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **AM-IN** shall either furnish security guards at those **AM-IN** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **AM-IN** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **AM-IN**'s Physical Collocation Space.

- 21.5 **AM-IN** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **AM-IN** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **AM-IN**, including but not limited to sign-in, and identification.
- 21.7 **AM-IN** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **AM-IN** for access to spaces which house or contain Collocator equipment or equipment enclosures.
- 21.8 **AM-IN** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **AM-IN** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **AM-IN** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **AM-IN**'s security measures are unreasonably lax, Collocator shall notify **AM-IN** and the Parties shall work together to address the problem. **AM-IN** shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, **AM-IN** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **AM-IN** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **AM-IN**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **AM-IN** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **AM-IN** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **AM-IN** shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and **AM-IN**'s employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If 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, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to TWTC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

23.1 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 this Agreement 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.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC Communications Inc. (SBC)** owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.3 AM-IN - As used herein, AM-IN means the applicable above listed ILEC, Indiana Bell Telephone Company Incorporated doing business in Indiana.
- 2.4 **“Approved Vendor”** is a vendor who is qualified by AM-IN for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.5 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.
- 2.6 **“Application Fee”** means the charge assessed by AM-IN to process the Collocator’s application for virtual collocation requests.
- 2.7 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.
- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in AM-IN location, for purposes of interconnection with AM-IN or access to Unbundled Network Elements (UNEs).

- 2.9 **“Delivery Date”** is the date, which AM-IN provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.
- 2.11 **“Eligible Structure”** is (1) a AM-IN central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by AM-IN that houses its network facilities, or (3) a structure that houses AM-IN transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the AM-IN designated manhole into the AM-IN Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the AM-IN Eligible Structure, if available.
- 2.13 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.14 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.15 **“Infrastructure Systems”** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.16 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the AM-IN, which is located on the SBC CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.17 **“Manned Office”** A Central Office where AM-IN has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.

- 2.18 **“Non Standard Collocation Request (NSCR)”** in AM-IN, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.19 **“Project Management Fee”** reflects AM-IN labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.20 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in AM-IN's Eligible Structures that such an arrangement is technically feasible.
- 2.21 **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.
- 2.22 **“Virtual Collocation”** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

- 3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which AM-IN will provide Virtual Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
- 3.2.1 Upon the written request of Collocator, AM-IN shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by AM-IN. To the extent that AM-IN has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by AM-IN.
- 3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the state certification requirements. The following shall apply:
- 3.2.2.1 If the Commission has not approved the ICA prior to completion of the build-out, AM-IN will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs

have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their state certification prior to completion of the build-out, **AM-IN** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their state certification or the Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then the Collocator (forfeits) all charges collected to date by **AM-IN** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending Commission or FCC approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **AM-IN** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **AM-IN** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **AM-IN** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act).

4.2 In the case of **AM-IN** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **AM-IN** Approved Vendor to perform the installation of such in the **AM-IN** Eligible Structure. The Collocator's **AM-IN** Approved Vendor will be permitted access to the **AM-IN** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **AM-IN** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **AM-IN**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and

10.6 of this Appendix. AM-IN will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by AM-IN.

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

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

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

4.2.1.3 AM-IN prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At AM-IN option, where an individual standard bay owned by AM-IN in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at AM-IN Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 AM-IN will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, AM-IN will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's AM-IN Approved Vendor. The ground point will be designated by AM-IN. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 AM-IN standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0" high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

- 4.2.4.2 AM-IN non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".
- 4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.
- 4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AM-IN will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.
- 4.2.7 Virtual Collocation is ordered as set forth in AM-IN Virtual Interconnector's Collocation Services Handbook or like document found on the SBC CLEC ONLINE Web-Site for Virtual Collocation. AM-IN will designate the location or locations within its Eligible Structure 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 Collocators.
- 4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same AM-IN wire center provided the Collocators are interconnected with AM-IN network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.2.8.1 AM-IN will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. AM-IN shall permit Collocator's AM-IN Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that AM-IN imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from AM-IN.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, AM-IN will provide space for Virtual Collocation as described above. AM-IN is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not

technically feasible, AM-IN will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

- 5.2 AM-IN 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 AM-IN. AM-IN 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 AM-IN determines that Collocator's Virtual Collocation Application is unacceptable, AM-IN shall advise Collocator of any deficiencies within this ten (10) calendar day period. AM-IN 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.

- 5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, AM-IN shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, TWTC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets AM-IN's equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the AM-IN's network "for the transmission and routing of telephone exchange service or exchange access," or for access to AM-IN's unbundled network elements "for the provision of a telecommunications service." 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.

- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. TWTC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by AM-IN and TWTC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" 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.
- 6.3 AM-IN permits TWTC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, AM-IN voluntarily allows such TWTC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(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 customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. AM-IN voluntarily allows TWTC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.
- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. TWTC may not collocate, or place into AM-IN's equipment, TWTC's equipment sub-components or piece-parts.
- 6.5 AM-IN does not allow collocation of other Multifunctional Equipment, except that AM-IN voluntarily allows TWTC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be

controlled by TWTC identified and controlled (*i.e.*, TWTC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the AM-IN's network for the transmission and routing of telephone exchange service or exchange access or for access to the AM-IN's unbundled network elements for the provision of a telecommunications service. AM-IN voluntarily will allow TWTC to collocate, on a non-discriminatory basis, other multi-functional equipment only if AM-IN and TWTC mutually agree to such collocation.

- 6.6 AM-IN will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. AM-IN voluntarily allows TWTC to place in its premises certain ancillary equipment solely to support and be used with equipment that TWTC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in AM-IN's premises, on a non-discriminatory basis, only if AM-IN and TWTC mutually agree to such placement. TWTC may not place in AM-IN's premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by AM-IN, and/or that would duplicate functions performed by AM-IN, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm AM-IN's ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), AM-IN voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an AM-IN premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in AM-IN or (2) were requested by TWTC and accepted by AM-IN on the same basis as under the FCC's original, pre-partially-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)). AM-IN'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 (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

- 6.9 AM-IN does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in AM-IN Eligible Structures by Collocators must meet the AM-IN minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with AM-IN LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where 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 AM-IN) prior to January 1, 1998 with no known history of safety problems.
- 6.11 AM-IN will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AM-IN applies to its own network equipment. AM-IN will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.12 In the event that AM-IN denies Collocation of Collocator's equipment, citing minimum safety standards, AM-IN will provide within five (5) business days of Collocator's written request to AM-IN representative(s), a list of AM-IN equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AM-IN equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.
- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and AM-IN determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by AM-IN, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If AM-IN determines that Collocator has already collocated equipment which is not necessary for

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

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (iii) an ICB or NSCR, and (iv) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the AM-IN Collocation Services Account Manager or from the SBC CLEC ONLINE Web-Site.

7.2 AM-IN will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by AM-IN for other construction and preparation work performed in the Eligible Structure.

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

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

- 7.4 Payment of Space Preparation - Prior to any obligation on AM-IN to start any preparation of the Virtual Collocation space, Collocator shall pay AM-IN fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.
- 7.5 Occupancy Conditioned on Payment - AM-IN shall not permit Collocator's AM-IN Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until AM-IN is in receipt of complete payment of the non-recurring and any custom work charges.
- 7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after AM-IN has begun preparation of the Virtual Collocation space but before AM-IN has been paid the entire amounts due under this Article, then in addition to any other remedies that AM-IN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AM-IN General Terms and Conditions (GT&C) attached.
- 7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that AM-IN made the Virtual Collocation Space available to the Collocator. The fact that AM-IN may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.10 AM-IN shall ensure that the Virtual Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by AM-IN in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

- 8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece

of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's AM-IN Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of AM-IN.

- 8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to AM-IN a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AM-IN may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both AM-IN and Collocator of a final list and description and receipt by AM-IN of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."
- 8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to AM-IN network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over AM-IN network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.
- 8.5 In no case shall Collocator's AM-IN Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of AM-IN. AM-IN shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that AM-IN shall have the right to reject or modify any such request. AM-IN will

perform any such construction, and the associated cost shall be paid by Collocator in accordance with AM-IN then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to AM-IN UNEs including, without limitation, the following:

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

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an AM-IN, Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the Customer Response Unit (LOC) for AM-IN, as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an AM-IN Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC for AM-IN as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by AM-IN to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and AM-IN Main Distribution Frame or its equivalent by Collocator's AM-IN Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) by Collocator's AM-IN

Approved Power Installation Vendor from the Virtual Collocation Space to the designated AM-IN's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's AM-IN Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.
- 9.2.1 Once when beginning the initial equipment installation.
- 9.2.2 Once during the middle of the equipment installation.
- 9.2.3 Once at turn-up completion of such equipment installation.
- 9.2.4 One (1) general visit per calendar year.
- 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's AM-IN Approved Vendor prior to turn-up.)
- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's AM-IN Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.
- 9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.
- 9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.
- 9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs,

so that joint test and acceptance can be completed.

- 9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.
- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an Augment, AM-IN shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an AM-IN Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for AM-IN to perform the installation, routine maintenance, or to escort the AM-IN Approved Vendor, whichever applies. If the Collocator's AM-IN Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.
- 9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.
- 9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by AM-IN as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by AM-IN that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for AM-IN to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.
- 9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on AM-IN property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to AM-IN to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. AM-IN shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning

circuit pack(s), plug-in(s), or any other item or material being used by AM-IN to repair and maintain Collocator's virtually collocated equipment. AM-IN shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, AM-IN technician shall confirm to Collocator representative when AM-IN has used a circuit pack/plug-in or other types of replacement parts or equipment. AM-IN shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

- 9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the AM-IN central office or AM-IN designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.
- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to AM-IN for Virtual Collocation.
- 9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:
 - 9.12.1 Escalation documentation.
 - 9.12.2 Test and acceptance package as described in the **SBC** ILEC's installation testing standards and requirements located on the **SBC** CLEC ONLINE Web-Site.
 - 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.
 - 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., Augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to AM-IN on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.
- 9.14 AM-IN will identify the training needs of AM-IN personnel from the list of

equipment received by the Collocator on the AM-IN Virtual Application Form. The Collocator will be responsible for training AM-IN personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by AM-IN in the Eligible Structure; or (b) AM-IN technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by AM-IN, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. AM-IN will contact Collocator with the required number of AM-IN personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

- 9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.
- 9.14.2 Pay all costs associated with AM-IN's employee(s) attendance at the training including, without limitation, lodging, transportation, employees labor rate for time away from job, and per diem, if applicable.
- 9.14.3 AM-IN may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. AM-IN will notify the Collocator when applicable.
- 9.14.4 Training may be provided on-site when possible.
- 9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by AM-IN and additional training is necessary.
 - 9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.
 - 9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by AM-IN.
 - 9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.
 - 9.14.5.4 Training when updates of technical publications or equipment information are issued.
 - 9.14.5.5 AM-IN will work cooperatively with Collocator to schedule and

complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, AM-IN is responsible for employee attendance.

- 9.15 Collocator will provide remote, real-time network technical support, guidance and direction to AM-IN for all collocated facilities and equipment using on-line telephone support.
- 9.16 Collocator is responsible for coordinating with AM-IN to ensure that services are installed in accordance with a service request.
- 9.17 Collocator's AM-IN Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's AM-IN Approved Vendor must interconnect to AM-IN's network or gain access to AM-IN's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, AM-IN may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to AM-IN network or a AM-IN UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 AM-IN will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:
 - 10.1.1 Ensuring that the Collocator's AM-IN Approved Vendor meets required safety standards as contained in SBC's TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.
 - 10.1.2 AM-IN placement of Collocator's fiber into an AM-IN Eligible Structure.
 - 10.1.3 Location and completion of all splicing.
 - 10.1.4 Completion of installation of equipment and facilities.
 - 10.1.5 Removal of above facilities and equipment.
- 10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.
 - 10.2.1 SBC TP76200MP, standards for network equipment, power, grounding,

environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 **SBC** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **AM-IN** central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC** TP76300MP, and the **SBC** TP 76200MP standards are not incorporated herein but are available on the **SBC** CLEC ONLINE Web-Site.

10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC** TP76300MP for equipment and facility installations, and the **SBC** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **AM-IN** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **AM-IN**.

10.3.2 Notwithstanding Section 10.3.1, any modification made to address situations potentially harmful to **AM-IN** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **AM-IN** will immediately notify Collocator of any such modification.

10.4 **AM-IN** shall provide an interconnection point or points, physically accessible by both **AM-IN** and Collocator (typically a **AM-IN** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **AM-IN** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **AM-IN** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed

from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; AM-IN will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AM-IN cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AM-IN, and for leaving sufficient cable length in order for AM-IN to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to AM-IN prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, AM-IN will advise the Collocator's AM-IN Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at AM-IN's earliest convenience and the job will be closed. The Collocator will need to submit an Augment Virtual Collocation Application when ready to request the fiber optic entrance cable placement into the Virtual Collocation arrangement.

10.4.2 AM-IN will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 AM-IN will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and AM-IN Main Distribution Frame or its equivalent will be installed by the Collocator's AM-IN Approved Vendor. The Collocator's AM-IN Approved Vendor must obtain an approved Method of Procedures (MOP) from AM-IN and follow the SBC TP76300MP standards and requirements for installation of equipment and facilities. AM-IN will install and stencil termination blocks or panels at AM-IN's Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, AM-IN will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and AM-IN associated performance, availability, restoration, and other operational characteristics shall be at

parity with that provided to AM-IN substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the AM-IN is based on demand management. AM-IN will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's AM-IN Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to AM-IN's designated termination points on the Battery Distribution Fuse Bay (BDFB). When the AM-IN's designated power termination point(s) is at the AM-IN's Power Plant Primary Distribution, the Collocator's AM-IN Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned AM-IN Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the AM-IN's Power Plant Primary Distribution, which will be performed by AM-IN. The Collocator's AM-IN Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AM-IN and follow the SBC ILEC's standards and requirements for installation of equipment and facilities.

- 10.7 AM-IN will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that AM-IN provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.
- 10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or AM-IN under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and AM-IN are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 AM-IN shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 AM-IN agrees to make, at its expense, all changes and additions to the Eligible Structure 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 Virtual Collocation Space.
- 10.12 Collocator and AM-IN are each responsible for providing trouble report status or any

network trouble of problems when requested by the other.

- 10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event AM-IN determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of AM-IN, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in AM-IN sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise AM-IN shall be responsible for any reasonable preparation costs.
- 10.15 In the event the Collocator cancels its order after AM-IN has begun preparation of the Virtual Collocation Space, but before AM-IN has been paid the entire amounts due under this Agreement, then in addition to other remedies that AM-IN might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. AM-IN shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.
- 10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to AM-IN by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to AM-IN all costs associated with returning the Virtual Collocation Space to AM-IN in the same condition as when AM-IN first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by AM-IN of facilities and cabling.
- 10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with AM-IN to remove the Collocator's equipment from AM-IN 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. AM-IN is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's AM-IN vendor hired by Collocator. Collocator shall indemnify and hold AM-IN harmless from any damage or claims

associated with removal of its equipment or other equipment located in the central office damaged while Collocator's AM-IN vendor is removing its own 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) calendar days of AM-IN receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, AM-IN has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. AM-IN shall have no responsibility for damage done to such removed equipment caused by AM-IN or its contractors during the removal process. Collocator will indemnify and hold AM-IN harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if AM-IN removes Collocator's equipment. Any equipment not removed in this time frame may be removed by AM-IN and stored in a non- AM-IN location, at the expense of the Collocator.

- 10.18 Upon termination of the Virtual Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, AM-IN may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. AM-IN 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 AM-IN instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.19 If Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, AM-IN may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold AM-IN harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AM-IN.

11. TEST AND ACCEPTANCE

- 11.1 Collocator and AM-IN will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's AM-IN Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by AM-IN as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be

provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at AM-IN expense.

- 11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its AM-IN Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.
- 11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the AM-IN Central Office, or other pre-designated location by AM-IN, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their AM-IN Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.
- 11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its AM-IN approved installation contractor, AM-IN, and/or AM-IN vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, AM-IN will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.
- 11.5 All installations of equipment must be in accordance with the AM-IN TP76300MP standards and requirements for equipment and facility installations and subject to review by an AM-IN maintenance engineer for compliance. Should AM-IN maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.
- 11.6 Collocator shall be responsible of coordination with its AM-IN Approved Vendor to be at the site for acceptance testing.
- 11.7 Upon successful completion of the testing as described in Section 11.4 above, AM-IN

shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, AM-IN will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

- 11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from AM-IN to connect to the equipment.

12. DELIVERY INTERVALS

- 12.1 The delivery interval relates to the period in which AM-IN shall construct and turnover to the Collocator's AM-IN Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date AM-IN receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date AM-IN is ready to turnover the Virtual Collocation Space to Collocator's AM-IN Approved Vendor ("Delivery Date"). The Collocator must provide the AM-IN, 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 AM-IN has received such response and payment. If the Collocator has not provided the AM-IN such response and payment by the twelfth (12th) calendar day after the date AM-IN notified Collocator its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until AM-IN's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by AM-IN with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by AM-IN from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by AM-IN 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.

Table (1)

Number of All Virtual Collocation 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

12.2 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) calendar 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 **AM-IN** 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. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **AM-IN**.

12.2.1 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 **AM-IN** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

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.

12.3 The second fifty percent (50%) payment must be received by **AM-IN** prior to the space being turned over to the Collocator's **AM-IN** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **AM-IN** Approved Vendor by **AM-IN**.

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

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

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

- 12.5 The cabling Augment interval is determined by **AM-IN** 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 **AM-IN** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **AM-IN** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **AM-IN** 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.

Table (2)

Number of All Cabling Augment 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 do not exist for Virtual Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

- 12.6 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) calendar 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 **AM-IN** 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.

- 12.6.1 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:

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.

- 12.7 For all Augments other than provided above, AM-IN will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from AM-IN's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), AM-IN will schedule a walk through visit with TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 During AM-IN delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, AM-IN will notify Collocator that their AM-IN Approved Vendor will be allowed to do work in parallel with AM-IN throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from AM-IN and follow AM-IN's Technical Publication for installation of equipment and facilities.
- 12.10 In responding to an application request that requires an ICB/NSCR, AM-IN shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

- 13.1 Except in emergency situations, and/or except when AM-IN network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting AM-IN LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, AM-IN may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to AM-IN central offices and AM-IN CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by AM-IN.

- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:
- 13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;
 - 13.2.2 AM-IN Eligible Structure's CLLI, circuit identification and/or telephone number;
 - 13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);
 - 13.2.4 A detailed description of the trouble;
 - 13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with AM-IN at no charge to AM-IN; and
 - 13.2.6 The type of the trouble.
- 13.3 When an AM-IN technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the AM-IN technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 AM-IN is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by AM-IN is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair AM-IN owned equipment, AM-IN can use this test equipment for test operations directed by the Collocator. AM-IN assumes no liability for damage to Collocator's equipment caused by using AM-IN test equipment.
- AM-IN is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. AM-IN is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.
- 13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's AM-IN Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If AM-IN, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring

equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or AM-IN Approved Vendor that will assist in the restoration.

- 13.6 The Collocator may request AM-IN to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide AM-IN with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's AM-IN Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, AM-IN shall perform repairs as described in Section 14 of this Appendix.
- 13.8 AM-IN is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of AM-IN personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 AM-IN will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, AM-IN agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a AM-IN technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

- 14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

- 14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.
- 14.1.1.2 Telemetry problems causing the loss of surveillance.
- 14.1.1.3 Remote access to the virtually collocated equipment.
- 14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:
 - 14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.
- 14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:
 - 14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.
- 14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:
 - 14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by the Collocator's AM-IN Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's AM-IN Approved Vendor has a current existing Installation Agreement (IA) for the installation being performed in the Central Office. All jobs as described above that are to be performed by AM-IN shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or AM-IN Approved Vendor performing the work.
- 14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time AM-IN's technician is ready to begin work at a Central Office, AM-IN will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, AM-IN shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, AM-IN has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or AM-IN opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. AM-IN shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of AM-IN to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or AM-IN Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, AM-IN at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AM-IN may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation Space, forcibly if necessary, and there upon such Virtual Collocation

arrangement shall terminate, without prejudice to any other remedies AM-IN might have. AM-IN may exercise this authority on an individual collocation space basis. AM-IN may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that AM-IN may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, AM-IN shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or AM-IN, and regardless of whether any claimed AM-IN liability arises in tort or in contract. Collocator shall save and hold AM-IN harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF AM-IN

18.1 Indemnification of AM-IN

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless AM-IN the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against AM-IN where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of

them, except to the extent such Liabilities arise from the willful or intentional misconduct of AM-IN or its employees.

19. NOTICES

- 19.1 Except in emergency situations, **AM-IN** shall provide Collocator with written notice five (5) business days prior to those instances where **AM-IN** or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.
- 19.2 **AM-IN** will inform Collocator by telephone of any emergency-related activity that **AM-IN** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.
- 19.3 **AM-IN** will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. **AM-IN** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.
- 19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)

**Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080**

**If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654
Fax: 312-527-2670
(FOR IN, WI, OH)
Pamela Sherwood**

If to Collocator:

**Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268
Fax: 317-713-8923**

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

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

**CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080**

If to Collocator:

**(FOR IN, WI, OH)
Pamela Sherwood
Time Warner Telecom
Regulatory VP Mid West
4625 West 86th Street
Suite 500
Indianapolis, IN 46268**

20. INSURANCE

- 20.1 Collocator shall furnish **AM-IN** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions of this Agreement, and state the types of insurance and policy limits provided by Collocator. **AM-IN** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

- 20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **AM-IN** from and waives any and all right of recovery, claim, action or cause of

action against AM-IN, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, except for gross negligence of AM-IN, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against AM-IN, and any rights of Collocator against AM-IN for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AM-IN has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased reasonably by AM-IN from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing AM-IN structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AM-IN.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, AM-IN's obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for AM-IN to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by AM-IN's Property Insurance Company, if any, unless a recommendation is also applicable to AM-IN and AM-IN does not so conform in the Eligible Structure where the Virtual Collocation Space is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

- 21.1 AM-IN shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 22.1 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.

APPENDIX 911

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APPENDIX 911

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

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from TWTC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required

to provide Selective Routing and/or Automatic Location Identification for 911 systems.

- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and

location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. AM-IN RESPONSIBILITIES

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

3.2 Call Routing

3.2.1 When facilities are purchased from AM-IN, AM-IN will transport 911 calls from each TWTC point of interconnection (POI) to the SR office of the E911 system, where AM-IN is the 911 Service Provider.

3.2.2 AM-IN will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

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

3.3 Facilities and Trunking

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

3.3.2 AM-IN will provide facilities to interconnect the TWTC, as specified in the local state tariff. Additionally, when diverse facilities are requested by TWTC, AM-IN will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by TWTC, AM-IN shall, in a timely fashion, provide TWTC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997

NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto. AM-IN will also provide TWTC with identification of local procedures and responsibility for assigning default call routing, as well as identification of call overflow routing based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Information Sharing.

- 3.3.4 AM-IN and TWTC will cooperate to promptly test all trunks and facilities between TWTC's network and the AM-IN SR(s).

3.4 Database

- 3.4.1 Where AM-IN manages the E911 database, AM-IN shall store the TWTC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of TWTC's End Users served by TWTC's exchange(s)] in the electronic data processing database for the E911 DBMS. TWTC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 AM-IN shall coordinate access to the AM-IN E911 DBMS for the initial loading and updating of TWTC End User 911 Records.
- 3.4.3 AM-IN's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 AM-IN will update TWTC's End User 911 Records in the E911 DBMS. AM-IN will then provide TWTC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the TWTC.
- 3.4.5 AM-IN shall provide the TWTC with a file containing the Master Street Address Guide (MSAG) for the TWTC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where TWTC is authorized to do business as a local exchange service provider and AM-IN is the 911 service provider.
- 3.4.6 Where AM-IN manages the DBMS, AM-IN shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. TWTC RESPONSIBILITIES

4.1 Call Routing

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

4.2 Facilities and Trunking

- 4.2.1 TWTC shall provide interconnection with each AM-IN 911 Selective Router that serves the exchange areas in which TWTC is authorized to and will provide telephone exchange service.
- 4.2.2 TWTC acknowledges that its End Users in a single local calling scope may be served by different SRs and TWTC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 TWTC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each AM-IN 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC-AMERITECH only, the TWTC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 TWTC shall maintain transport capacity sufficient to route traffic over trunks between the TWTC switch and the AM-IN SR.
- 4.2.6 TWTC shall provide sufficient trunking and facilities to route TWTC's originating 911 calls to the designated AM-IN 911 SR. TWTC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 TWTC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AM-IN 911 SR.

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

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between TWTC's End Office and all appropriate SRs, TWTC or its representatives shall be responsible for providing TWTC's End User 911 Records to AM-IN for inclusion in AM-IN's DBMS on a timely basis. AM-IN and TWTC shall arrange for the automated input and periodic updating of TWTC's End User 911 Records.
- 4.3.2 TWTC or its agent shall provide initial and ongoing updates of TWTC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 TWTC shall adopt use of a Company ID on all TWTC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 TWTC is responsible for providing AM-IN updates to the ALI database; in addition, TWTC is responsible for correcting any errors that may occur during the entry of their data to the AM-IN 911 DBMS.

4.3.5 The TWTC shall reimburse AM-IN for any additional database charges incurred by AM-IN for errors in ALI data updates caused by TWTC or its third-party agent. Those errors are to include incomplete file records or those TWTC End User 911 Records found not to be in accordance with established NENA standards.

4.3.6 TWTC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

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

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AM-IN's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 AM-IN will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to AM-IN's Selective Routing. AM-IN will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AM-IN and TWTC. These specifications shall be documented in TWTC Serving Area Description and E911 Interconnection Details. TWTC shall complete its portion of the 911 Trunk Group Request Form and submit it to AM-IN not later than forty-five (45) days prior to the passing of live traffic. AM-IN shall complete its portion of the 911 Trunk Group Request Form and return the 911 Trunk Group Request Form to TWTC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 This Section Intentionally Left Blank.
- 7.4 Each Party has designated a representative who has the authority to complete additional 911 Trunk Group Request Forms when necessary to accommodate expansion of the geographic area of TWTC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. TWTC must meet the approval of each additional 911 Trunk Group Request Form as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional 911 Trunk Group Request Form in accordance with Section 7.2.
- 7.5 In AM-IN; the state specific forms shall be submitted in lieu of the 911 Trunk Group Request Form referenced in Sections 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in AM-IN's Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 AM-IN's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AM-IN shall not be liable to TWTC, 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 AM-IN 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 TWTC until service is restored.

- 9.2 TWTC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event TWTC provides E911 Service to AM-IN, TWTC shall not be liable to AM-IN, 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 TWTC 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 AM-IN until service is restored.
- 9.3 TWTC agrees to release, indemnify, defend and hold harmless AM-IN from any and all Loss arising out of AM-IN's provision of E911 Service hereunder or out of TWTC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by TWTC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TWTC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AM-IN.
- 9.4 TWTC also agrees to release, indemnify, defend and hold harmless AM-IN from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AM-IN.

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only **AM-IN** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Indiana.
- 1.1.2 As used herein, **AM-IN** means an ILEC doing business in Indiana.
- 1.2 **AM-IN** will provide to TWTC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by TWTC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **AM-IN** obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.

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

3. **DISCOUNTED SURROGATE LINE SHARING CHARGES**

3.1 Effective June 6, 2000, this discount is no longer available.

4. **OSS: CHANGE MANAGEMENT PROCESS**

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

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

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

6. **ADVANCED SERVICES OSS DISCOUNTS**

6.1 **AM-IN** will, subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions, provide TWTC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to

provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.

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

6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, TWTC shall deliver to **AM-IN** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

7.1 **AM-IN** will provide TWTC access to unbundled 2-Wire Analog Loop(s) for use by TWTC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to TWTC's qualification and compliance with the provisions of the FCC Merger Conditions.

7.2 If TWTC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **AM-IN**'s provision, if any, and TWTC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **AM-IN** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **AM-IN**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall

automatically convert to an appropriate AM-IN product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

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

9. PROMOTIONAL UNE PLATFORM

- 9.1 AM-IN will provide to TWTC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the "promotional UNE platform") to enable TWTC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential

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

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

10. LOOP CONDITIONING CHARGES

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

11. ALTERNATE DISPUTE RESOLUTION

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

12. CONFLICTING CONDITIONS

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

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by TWTC or provisioned by AM-IN after the date of such termination or order or finding.

Thereafter, **AM-IN** 's continued provision and TWTC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

- 14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

EXHIBIT E**OSS Discounts, Certificate of Eligibility**

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **AM-IN** hereby certifies to **AM-IN** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

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

2. DEFINITIONS

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

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

3. UNDERTAKING OF THE PARTIES

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

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

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

5. MINUTES OF USE (MOUS) DEVELOPMENT

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

5.2 Terminating MOUs Development

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

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

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.
- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is

assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

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

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
 - 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
 - 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
 - 7.2.3 The total compensation due the Secondary Company, by rate element.
 - 7.2.4 The number of terminating MOUs recorded by the Primary Company.
 - 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
 - 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

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

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE NPA-NXX

EXHIBIT B

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

SECONDARY OFFICE COMPANY

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

APPENDIX FX

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APPENDIX FX**1. INTRODUCTION**

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

2. DEFINITIONS

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

serving wire center routes the customer's traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.

2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

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

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

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

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

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IN means the applicable above listed ILECs doing business in Indiana.
- 1.4 This Appendix provides descriptions of the trunking requirements between TWTC and AM-IN. All references to incoming and outgoing trunk groups are from the perspective of TWTC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.5 Local trunk groups may only be used to transport traffic between the Parties end users.
- 1.6 AM-IN shall not impose any restrictions on TWTC that is not imposed on its own traffic with respect to trunking and routing options afforded to TWTC.

2. DEFINITIONS

- 2.1 **“Network Interconnection Methods”** (NIM) designates facilities established between the Parties Networks associated with the trunking requirements provided herein.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a TWTC Tandem or End Office switch and an AM-IN Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. TWTC

will have administrative control of one-way trunk groups for traffic originating from TWTC and terminating to **AM-IN** (TWTC originating).

- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a TWTC switch and an **AM-IN** Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency TWTC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **AM-IN** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established where technically feasible and appropriate for a given trunk group. However, either Party may declare that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations. These trunk groups will be designed consistent with current industry guidelines and standards as published in such documents as Telcordia (formerly Bellcore) "BOC Notes on the LEC Network" TSB SR-2275.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic. The Parties are free to negotiate alternate dates as may be needed. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data or any other method that the Parties mutually agree to.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate in good faith a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. **AM-IN** agrees to develop a cutover plan and project manage the cutovers with TWTC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **AM-IN** deploys in its network Tandems that switch local only traffic, Tandems that switch IntraLATA and InterLATA traffic (Access Tandem), and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In

addition, AM-IN deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

- 4.2 When Tandem trunks are deployed, TWTC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem as defined in the LERG) to the respective AM-IN Tandems on the trunk groups defined below. AM-IN shall route appropriate traffic to TWTC switches on the trunk groups defined below.
 - 4.2.1 When transit traffic through the AM-IN Tandem from TWTC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, TWTC shall use all reasonable efforts to establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. The Parties acknowledge that the Act imposes requirements regarding interconnection arrangements and that 3rd Parties are involved. TWTC shall route Transit Traffic via AM-IN's Tandem switches, and not at or through any AM-IN End Offices. The transit trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0. Overflow transit traffic may be routed through the AM-IN tandem.
- 4.3 While the Parties agree that it is the responsibility of TWTC to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, AM-IN acknowledges that such arrangements may not currently be in place and an interim arrangement will be needed to facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to TWTC and (ii) the date transit traffic volumes exchanged by the TWTC and third-party carrier exceed the volumes specified in Section 4.21, AM-IN will provide TWTC with transit service. TWTC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
- 4.4 Direct End Office trunks terminate traffic from a TWTC switch to an AM-IN End Office and are not switched at a Tandem location. The Parties shall establish a one-way or two-way direct End Office trunk group, dependent upon technical feasibility and billing considerations, when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 4.5 All traffic received by AM-IN on the direct End Office trunk group from TWTC must terminate in the End Office (i.e. no Tandem switching will be performed in the End Office). Where End Office functionality is provided in a remote End Office of a

host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **AM-IN** End Office shall be mutually agreed upon by the Parties. This trunk group may be one-way or two-way depending upon technical feasibility.

4.6 Trunk Configuration

4.6.1 Trunk Configuration –**AM-IN**

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. **TRUNK GROUPS**

5.1 The following trunk groups shall be used to exchange various types of traffic between TWTC and **AM-IN**.

5.2 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **AM-IN**

5.2.1 Tandem Trunking - Single Tandem LATAs

Where **AM-IN** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem as defined in the LERG.

This trunk group shall be one-way or two-way dependent upon technical feasibility and billing considerations, and will utilize Signaling System 7 (SS7) signaling.

5.2.2 Tandem Trunking – Multiple Tandem LATAs

5.2.2.1 Where **AM-IN** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every Tandem for calls destined to or from all End Offices that subtend each Tandem as defined in the LERG. These trunk groups may be one-way or two-way dependent upon technical feasibility and billing considerations, and will utilize Signaling System 7 (SS7) signaling.

5.2.3 Direct End Office Trunking

5.2.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.3 InterLATA (Meet Point) Trunk Group: **AM-IN**

- 5.3.1 InterLATA traffic shall be transported between TWTC switch and the **AM-IN** 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 TWTC’s End Users and interexchange carriers via an **AM-IN** Access Tandem.
- 5.3.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency (“MF”) signaling will be used on a separate “Meet Point” trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.3.3 When **AM-IN** has more than one Access Tandem in a local exchange area or LATA, TWTC may utilize a single InterLATA trunk group to the designated **AM-IN** Access Tandem. If the Access Tandems are in two different states, TWTC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 5.3.4 **AM-IN**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code’s geographic area.
- 5.3.5 **AM-IN** will not block switched access customer traffic delivered to any **AM-IN** Tandem for completion on TWTC’s network. The Parties understand and agree that Meet Point (InterLATA) trunking arrangements are available and functional only to/from switched access customers who directly connect with the designated **AM-IN** Access Tandem that TWTC switch is connected to in each LATA. In no event will **AM-IN** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **AM-IN** shall have no responsibility to ensure that any switched access customer will accept traffic that TWTC directs to the switched access

customer. **AM-IN** also agrees to furnish TWTC, upon request, a list of those IXCs which also Interconnect with **AM-IN**'s designated Access Tandem.

- 5.3.6 TWTC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **AM-IN** 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 TWTC 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.

5.4 800/(8YY) Traffic: **AM-IN**

- 5.4.1 If TWTC chooses **AM-IN** to handle 800/(8YY) database queries from its switches, all TWTC originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier (IXC), 800/(8YY) LEC service and TWTC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **AM-IN** Tandem switch.
- 5.4.2 All originating Toll Free Service (800/8YY) calls for which TWTC requests that **AM-IN** 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.
- 5.4.3 TWTC may handle its own 800/8YY database queries from its switch. If so, TWTC will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, TWTC will route the post-query local or IntraLATA converted ten-digit local number to **AM-IN** over the local or intraLATA trunk group. In such case, TWTC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, TWTC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **AM-IN**'s Access Tandem. Calls will be routed to **AM-IN** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.
- 5.4.4 All post-query Toll Free Service (800/8YY) calls for which TWTC performs the SSP function, if delivered to **AM-IN**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall

be delivered by TWTC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.5 E911 Trunk Group

- 5.5.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem, or as local practices dictate within the local exchange area in which TWTC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize Multi Frequency Centralized Automatic Message Accounting (MF CAMA) signaling or SS7 signaling if available. For Pacific, TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. For **AM-IN**, TWTC will issue ASR to establish facilities. 911 Trunks will be established in accordance with local practices (i.e. email).
- 5.5.2 TWTC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **AM-IN** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way MF CAMA trunk groups or SS7 connectivity where applicable.
- 5.5.3 TWTC will cooperate with **AM-IN** to promptly test all 9-1-1 trunks and facilities between TWTC network and the **AM-IN** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. TWTC will not turn-up live traffic until successful testing is completed by both Parties.

5.6 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **AM-IN**

- 5.6.1 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. TWTC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 5.6.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
<i>0 – 10,000</i>	2
<i>10,001 – 20,000</i>	3
<i>20,001 – 30,000</i>	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

5.6.3 If TWTC should acquire a HVCI/Mass Calling customer, i.e. a radio station, TWTC shall notify **AM-IN** of the need to establish a one-way outgoing MF trunk group from the **AM-IN** HVCI/Mass Calling Serving Office to the TWTC customer's serving office and **AM-IN** shall establish this trunk group.

5.6.4 If TWTC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, TWTC may request a meeting to coordinate with **AM-IN** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that TWTC establishes a new choke NXX, TWTC must notify **AM-IN** a minimum of ninety (90) days or as otherwise negotiated by the Parties, prior to deployment of the new HVCI/Mass Calling NXX. **AM-IN** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing MF trunk group from the **AM-IN** Public Response HVCI/Mass Calling Network Access Tandem to TWTC's choke serving office.

5.6.5 Where **AM-IN** and TWTC both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1.

5.7 Operator Services/Directory Assistance Trunk Group(s)

5.7.1 If **AM-IN** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for TWTC end users, TWTC will initiate an ASR for a one-way trunk group from its designated operator services switch to the **AM-IN** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **AM-IN** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the TWTC's designated operator services switch.

5.7.2 If **AM-IN** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for TWTC the following trunk groups are required:

5.7.2.1 Directory Assistance (DA):

5.7.2.1.1 TWTC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **AM-IN** OPERATOR SERVICES Tandem in the LATA for the NPA that

TWTC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.2 Directory Assistance Call Completion (DACC):

5.7.2.2.1 TWTC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **AM-IN** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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

5.7.2.3.1 When **AM-IN**'s operator is under contract to verify the busy status of the TWTC End Users, **AM-IN** will utilize a segregated one-way with MF signaling trunk group from **AM-IN**'s Operator Services Tandem to TWTC switch. TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.4 Operator Assistance (0+, 0-):

5.7.2.4.1 This service requires a one-way trunk group from TWTC switch to **AM-IN**'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. TWTC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.7.2.5 Digit-Exchange Access Operator Services Signaling:

5.7.2.5.1 TWTC 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).

5.7.2.6 OS QUESTIONNAIRE

5.7.2.6.1 If TWTC chooses AM-IN to provide either OS and/or DA, then TWTC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. **FORECASTING RESPONSIBILITIES: AM-IN**

6.1 TWTC agrees to provide an initial forecast for establishing the initial Interconnection facilities. AM-IN shall review this forecast, and if it has any additional information that will change the forecast, AM-IN shall promptly provide this information to TWTC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AM-IN General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than (X)

DS1's in accordance with the table below, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

State	DS1 Quantity
Ohio	4 DS1's or greater
Wisconsin	16 DS1's or greater
Indiana	28 DS1's or greater

- 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 6.3 TWTC shall be responsible for forecasting two-way trunk groups. **AM-IN** shall be responsible for forecasting and servicing the one way trunk groups terminating to TWTC and TWTC shall be responsible for forecasting and servicing the one way trunk groups terminating to **AM-IN**, unless otherwise specified in this Appendix. The Parties shall mutually agree to the forecast. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 6.4 If forecast quantities are in dispute, the Parties shall promptly meet to reconcile the differences.
- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: SBC -Ameritech**

- 7.1 Trunk forecasting and servicing for interconnection, Operator and E-911 trunk groups shall be based on the blocking criteria shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Interconnection EO to EO	1%

Local Direct End Office (Primary High)	ECCS*
Local Interconnection AT to EO	0.5%
Local Interconnection EO to AT	0.5%
Meet Point	0.5%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
BLVI	1%
E911	1%

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

8. **TRUNK SERVICING: AM-IN**

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). TWTC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In AM-IN where one-way trunks are used (as discussed in section 3.3), AM-IN will issue ASRs for trunk groups for traffic that originates in AM-IN and terminates to TWTC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. TWTC will issue ASRs to trigger changes to the 2-way Local Interconnection Trunk Groups based on capacity assessment. Each Party will have ASR control for their own 1-way trunk groups based on capacity assessment. AM-IN will send a Trunk Group Service Request (TGSR) to TWTC 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. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form. The Party receiving the ASR will issue a Firm Order Confirmation (FOC) in accordance with the standard interval guidelines, which will comply with any Commission orders for FOC. If CLEC requests, a Design Layout Record (DLR) will be sent to the ordering Party following the standard interval guidelines.
- 8.3 For facility/switching equipment shortages, AM-IN shall follow the held/denied order process and provide relief status and explanation of the cause of the shortage under the "remarks" field. If no relief date is available, "further status" due date shall be provided. On the date that the status is due, by 5:00 p.m. (eastern time) of that day, AM-IN shall re-FOC with updated status. AM-IN will also provide a contact name and number for held/denied order process.

8.4 In A Blocking Situation:

8.4.1 In a blocking situation, a TGSR will be issued by **AM-IN** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. TWTC will note “service affecting” on the ASR. The Parties will make reasonable efforts to work these orders in less than the standard time frame as published in the standard intervals.

8.5 Underutilization:

8.5.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.5.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.5.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within the prescribed intervals (10 business days for **AM-IN**) after receipt of the TGSR.

8.5.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the prescribed interval. (ASR issuance period). The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.5.1.4 If **AM-IN** does not receive an ASR, or if TWTC does not respond to the TGSR by scheduling a joint discussion within the prescribed interval (ASR Issuance Period), **AM-IN** will attempt to contact TWTC to schedule a joint planning discussion. If TWTC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AM-IN** will issue an ASR to resize the Interconnection trunks and facilities.

- 8.6 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 8.6.1 Within the prescribed interval (ASR Issuance Period) after receipt of the TGSR, upon review of and in response to the TGSR received; 10 business days for **AM-IN**.
- 8.6.2 At any time as a result of either Party's own capacity management assessment, the provisioning process may be initiated. The standard interval used for the provisioning process will be identified in the appropriate tariff or published interval guide. The Parties will notify each other of any proposed changes to the published, standard interval guides.
- 8.6.3 Projects require the coordination and execution of multiple orders or related activities between and among **AM-IN** and TWTC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, the introduction of a new switch(es) or central offices, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.6.3.1 Orders that comprise a project, i.e., greater than (4) DS-1's in accordance with section 6.2.2, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated, which is facilitated through the establishment of a Project I.D. In **AM-IN**, up to 32 DS-1s can be submitted on one ASR. Orders containing 5 or greater DS-1s will be broken into individual due dates and assigned staggered due dates.
- 8.7. TWTC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **AM-IN** will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be as identified in the appropriate tariff or published interval guide. If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Party will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the Party's requested service due date change exceeds the allowable service due date change period, the ASR must be canceled by the sending Party. Should the sending Party fail to cancel such an ASR, the receiving Party shall treat that ASR as though it had been canceled.

- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of TWTC.

9. TRUNK DATA EXCHANGE: AM-IN

- 9.1 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. 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, or any other method that the Parties agree to. If implementing the DIXC process, the Parties shall mutually agree within ninety (90) days of passing live traffic over the trunk groups to an acceptable implementation date. If DIXC is not used, the Parties may agree to exchange data in other formats such as traffic utilization reports (i.e., TIKI). The traffic data to be mutually exchanged, either as raw data via DIXC or as the basis for trunk utilization reports will be Total Attempt Peg Count, Total Usage (measured in Hundred Call Seconds), Terminating Attempt Peg Count, Originating Attempt Peg Count, Overflow Peg Count and Maintenance Usage (measured in Hundred Call Seconds), and Trunks in Service required for 2Way Trunking; and Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds), Trunks in Service required for 1Way Trunking on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. The highest average usage during any 24 hour period, exclusive of holidays or abnormally high traffic periods (i.e. Mother's Day) shall be included in the 20 day study period objective described above.

10. NETWORK MANAGEMENT: AM-IN

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. TWTC and **AM-IN** 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 TWTC and AM-IN shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

10.4 Maintenance, Testing, and Repair

10.4.1 Parties will provide to each other test-line numbers (i.e. switch milliwatt numbers) and access to test lines where available and as agreed.

10.4.2 Cooperatively plan and implement coordinated testing and repair procedures (including detailed escalation lists and contact numbers). Where available, 105 and 108 tests may be performed on meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

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

11.1 This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to 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

APPENDIX MESSAGE EXCHANGE

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to TWTC as a result of TWTC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, AM-IN means the applicable SBC owned ILEC doing business in Indiana.
- 1.3 As used herein, Ameritech means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2. DEFINITIONS:

- 2.1 "555" is an AM-IN service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.
- 2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 2.3 "976" is an AM-IN service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "976" prefix.
- 2.4 "Abbreviated Dialing" is an AM-IN service by which Providers offer information services for a fee to a TWTC End-User who dials a telephone number with less than seven digits.
- 2.5 "Adjustments" are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 "Ancillary Message Services" available in AM-IN. Offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.
- 2.7 "Calling Party Pays Cellular" or "CPP Cellular" is an AM-IN service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

- 2.8 **“Calling Party Pays Paging”** or **“CPP Paging”** is an AM-IN service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 **“CLEC CATS Messages”** means intraLATA Calling Card and third number billed messages billed to a TWTC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 **“Provider”** is the entity that offers an AM-IN Ancillary Message Service to an End-User.
- 2.11 **“Uncollectibles”** are amounts billed to TWTC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by TWTC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 **“CLEC Non-CATS Messages”** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the TWTC’s End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

- 3.1 AM-IN will receive LEC carried ABS messages being billed to TWTC End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. AM-IN shall forward rated messages to TWTC on the Daily Usage File (DUF).
- 3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 3.3 AM-IN shall bill charges to the TWTC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a TWTC Resale or UNE port End-User account. TWTC will not be billed for ABS traffic when TWTC only orders a UNE loop without switching.
- 3.4 As a part of provisioning local service for TWTC, AM-IN will block End-User access to 900/976 numbers upon specific written request by TWTC for each separate End User line.
- 3.5 TWTC shall block End-User access to Ancillary Message Services upon AM-IN’s written request.

- 3.6 If blocking is not requested, AM-IN shall record all Ancillary Message Service calls transported by SBC that originate from a TWTC's End-User's telephone number. SBC shall provide TWTC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where TWTC's switch generates call information, TWTC will provide AM-IN with call information for each call on a daily basis. AM-IN will rate the call with each Provider's requested rates and return a formatted record to the CLEC. TWTC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 TWTC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. TWTC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than TWTC uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.
- 4.2 All messages should be billed within 30 days of receipt. TWTC further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 TWTC acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. THIS SECTION INTENTIONALLY LEFT BLANK.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH

- 7.1 AM-IN shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."
- 7.2 The amount due to AM-IN under this Appendix shall be the total of all billable charges submitted to TWTC under this Appendix, less:
- 7.2.1 All charges due TWTC under subsection 7.1;
- 7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;
- 7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from TWTC End-Users.

- 7.3 TWTC shall provide AM-IN with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by AM-IN on or before the fifth Business Day of every month. Payment of the amount owed to AM-IN by TWTC as calculated in Section 7.2 hereof is due and shall be paid to AM-IN on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

- 7.4.1 TWTC may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by AM-IN within sixty (60) calendar days from the date of the message, or as mutually agreed upon by the Parties at the point of implementation.

7.5 Uncollectibles

- 7.5.1 TWTC may recourse to AM-IN an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by TWTC to AM-IN within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

- 7.6.1 Taxes Imposed on Services Performed or Provided by TWTC. TWTC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by TWTC.
- 7.6.2 Taxes on Ancillary Message Services. TWTC shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying AM-IN of those taxes. AM-IN shall notify TWTC of this information and pursuant to this Agreement TWTC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to AM-IN. TWTC shall identify the amount of taxes and type of taxes, by Provider. AM-IN shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AM-IN - As used herein, AM-IN means the above listed ILECS doing business in Indiana.
- 1.4 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection (i.e. Joint SONET); and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each local exchange area and each LATA (in AM-IN).
 - 1.4.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.
 - 1.4.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE.
- 1.5 AM-IN shall provide Interconnection for TWTC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AM-IN provides itself, a subsidiary, an affiliate, or any other party to which AM-IN provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.6 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties. Neither Party shall require the other Party to construct unnecessary facilities for the purpose of interconnection.

2. PHYSICAL ARCHITECTURE

- 2.1 AM-IN's network is partly comprised of End Office switches, Tandem switches that serve local only traffic, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. AM-IN'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. Due to differing state regulatory calling scope requirements, AM-IN requires Interconnection at all tandems in a LATA. TWTC and AM-IN agree to Interconnect their networks through existing and/or new Interconnection facilities between TWTC switch(es) and AM-IN End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of TWTC's switch(es) and AM-IN'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 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 in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, network survivability, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where AM-IN operates as an incumbent LEC and TWTC has a switch and End Users in that area.

- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan. To the extent changes to physical architecture may be financially impacting to either Party, such changes shall be agreed to before the changes are implemented.
- 2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the TWTC switch to each **AM-IN** Access Tandem where TWTC originates or terminates local and/or toll traffic with **AM-IN**.
- 2.7 TWTC is solely responsible for the facilities that carry ancillary services (i.e. OS/DA, 911, mass calling, etc.). **AM-IN** may allow, solely at its discretion, TWTC to use jointly provided Interconnection facilities to carry ancillary service traffic.
- 2.8 If TWTC has established Collocation in an **AM-IN** End Office, direct End Office trunks to that End Office shall be provisioned over TWTC Collocation facility. If TWTC has not established Collocation in an **AM-IN** End Office, **AM-IN** shall provision the facilities for the direct End Office trunks from the POI to the **AM-IN** End Office.
- 2.9 **Technical Interfaces**
- 2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.
- 2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **AM-IN** will provide any multiplexing required for DS1 facilities or trunking at their end and TWTC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.9.3 Other interfaces may be established when either Party demonstrates the need for Optical handoffs at the OC-n level. The Parties will promptly meet to negotiate specific Optical handoff need and implementation date.

3. **METHODS OF INTERCONNECTION**

3.1 **Physical Collocation Interconnection**

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

3.2 Virtual Collocation Interconnection

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

3.3 Leased Facility Interconnection ("LFI")

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

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between AM-IN and TWTC can occur at any mutually agreeable, economically and technically feasible point between TWTC's premises and a AM-IN Tandem or End Office within each local exchange or LATA.

3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single Synchronous Optical Network (SONET) transmission linear chain system. Only Interconnection trunks shall be provisioned over this facility.

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

3.4.4 There are four basic Fiber Meet design options. The Parties agree to support existing Joint SONET architectures implemented between TWTC and SBC-Ameritech under predecessor interconnection agreement(s) for the duration of this interconnection agreement. However, this provision does not supercede or eliminate other requirements and obligations in this Agreement and associated Amendments.

- 3.4.4.1 Design One: TWTC's fiber cable (four fibers) and AM-IN fiber cable (four fibers) are connected at an economically and technically feasible point between TWTC and AM-IN locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.
- 3.4.4.2 Design Two: TWTC will provide fiber cable to the last entrance (or AM-IN designated) manhole at the AM-IN Tandem or End Office switch. AM-IN shall make all necessary preparations to receive and to allow and enable TWTC to deliver fiber optic facilities into that manhole. TWTC will provide a sufficient length of Optical Fire Resistant (OFR) cable for AM-IN to pull the fiber cable through the AM-IN cable vault and terminate on the AM-IN fiber distribution frame (FDF) in AM-IN's office. TWTC shall deliver and maintain such strands wholly at its own expense up to the POI. AM-IN shall take the fiber from the manhole and terminate it inside AM-IN's office on the FDF at AM-IN's expense. In this case the POI shall be at the AM-IN designated manhole location.
- 3.4.4.3 Design Three: AM-IN will provide fiber cable to the last entrance (or TWTC designated) manhole at the TWTC location. TWTC shall make all necessary preparations to receive and to allow and enable AM-IN to deliver fiber optic facilities into that manhole. AM-IN will provide a sufficient length of Optical Fire Resistant (OFR) cable for TWTC to run the fiber cable from the manhole and terminate on the TWTC fiber distribution frame (FDF) in TWTC's location. AM-IN shall deliver and maintain such strands wholly at its own expense up to the POI. TWTC shall take the fiber from the manhole and terminate it inside TWTC's office on the FDF at TWTC's expense. In this case the POI shall be at the TWTC designated manhole location.
- 3.4.4.4 Design Four: Both TWTC and AM-IN 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. AM-IN will provide the fibers associated with the "working" side of the system. AM-IN will provide TWTC with information that describes the physical path that the AM-IN provided fibers will traverse such that TWTC can achieve route diversity, where desired, with the two fibers provided by TWTC. TWTC 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 AM-IN location.

3.4.5 TWTC location includes all TWTC FOTs, multiplexing and fiber required to terminate the optical signal provided from AM-IN. This location is TWTC's responsibility to provision and maintain.

3.4.6 The AM-IN location includes all AM-IN FOT, multiplexing and fiber required to terminate the optical signal provided from TWTC. This location is AM-IN's responsibility to provision and maintain.

3.4.7 AM-IN and TWTC shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

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

3.4.9 TWTC and AM-IN will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will be compatible and meet quality standards (i.e. ANSI, NEBS, Telcordia, etc.) as mutually agreed to by TWTC and AM-IN.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. **RESPONSIBILITIES OF THE PARTIES**

4.1 If TWTC determines to offer local Interconnection within an AM-IN area, TWTC shall provide written notice to AM-IN of the need to establish Interconnection in

each local exchange area or LATA. Such request shall include (i) TWTC's Switch address, type of Switch and CLLI code; (ii) TWTC's requested Interconnection activation date; and (iii) a non-binding forecast of TWTC's trunking and facilities requirements.

- 4.2 Upon receipt of TWTC's notice to interconnect, the Parties shall schedule a meeting within 21 days. The Parties shall negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. Parties shall use best efforts to timely implement new network interconnections and agree that implementation "clock" shall begin with the initial meeting.
- 4.3 If TWTC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **AM-IN** Central Offices, TWTC shall provide written notice to **AM-IN**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **AM-IN** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional TWTC Central Offices in such local exchange/LATA, **AM-IN** shall be entitled, upon written notice to TWTC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 TWTC and **AM-IN** shall work cooperatively to install and maintain a reliable network. TWTC and **AM-IN** shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.5 TWTC and **AM-IN** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this agreement.
- 4.6 TWTC and **AM-IN** shall:
 - 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Promptly notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet industry standard acceptance test requirements, and are placed in service by the due date.

- 4.6.4 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 4.6.5 Upon request in **AM-IN**, Parties will make available a notification process to advise each other if there is an equipment failure that will affect the interconnection trunks.
- 4.6.6 Provide each other with a trouble reporting number, and corresponding escalation lists up through Vice President level, that is readily available 24 hours per day/7 days per week.
- 4.6.7 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 5.2 Criteria:
 - 5.2.1 Investment is to be minimized.
 - 5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.
- 5.3 Processes:
 - 5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated at any time by either party. Discussions to provide relief will be triggered when either Party recognizes that the overall system facility reaches 60 % capacity or when either Party is aware of circumstances that will require additional facilities to meet customer demand.
 - 5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, the Parties will turn down those facilities or trunks unless otherwise agreed to. Facility relief discussions will be triggered as discussed above, and all effort will be made to adhere to the trunk design blocking criteria described in Appendix ITR.
 - 5.3.3 If based on the forecasted equivalent DS-1/DS-3 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will

suspend further relief planning on this Interconnection until such time that the network growth patterns change. Either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, a larger system shall be deployed. This criteria assumes both Parties have adequate fibers for the augmentation. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

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

5.3.6 The Parties shall use good faith efforts to complete the joint planning process/negotiations as soon as possible, but not to exceed 60 days.

6. LEASING OF FACILITIES

6.1 The purpose of this section is to cover both TWTC's and AM-IN's leasing of facilities from each other for purposes of Interconnection. AM-IN offers leased facilities from the applicable Access Tariff.

6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.

6.3 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.

6.4 The requesting Party 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.

6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requested Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

- 6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party for reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR, and provide preliminary analysis if available.
- 6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote that will include the applicable recurring rates and installation intervals.
- 6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NUMBER PORTABILITY

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APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

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

2. PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

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

2.2 Service Provided

- 2.2.1 AM-IN provides TWTC the use of the AM-IN PNP database via the Service Provider Number Portability (SPNP) Database Query. TWTC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AM-IN's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 2.2.2 AM-IN will provide TWTC the use of the AM-IN PNP database, PNP software, and SS7 network via the SPNP Query.

2.2.3 The Parties shall:

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

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

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

2.3 Obligations of AM-IN

2.3.1 AM-IN has deployed LRN in all of its switches.

2.3.2 AM-IN may cancel any line-based calling cards associated with telephone numbers ported from its switch.

2.4 Obligations of TWTC

2.4.1 When purchasing the SPNP Database Query, TWTC will access AM-IN's facilities via an SS7 link: AM-IN - Section 8 of FCC No. 2 Access Service Tariff.

2.4.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2.4.3 TWTC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2.4.5 When TWTC requests that an NXX in an LRN capable AM-IN switch become portable, TWTC shall follow the industry standard LERG procedure.

2.4.6 TWTC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.4.7 TWTC shall adhere to LSOG compliant Local Service Request (LSR) format and PNP due date intervals as set forth in most recent version of "AIT STATE USER GUIDE".

2.4.8 TWTC shall adhere to **AM-IN**'s reserved number terms and conditions pursuant to Appendix Numbering.

2.5 **Obligations of Both Parties**

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

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

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

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

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

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

2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.6 **Limitations of Service**

2.6.1 Telephone numbers can be ported only within **AM-IN** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **AM-IN** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AM-IN** Official Communications Services (OCS) NXXs.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 4 of this Appendix.

2.7 Service Descriptions

- 2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.7.6 If TWTC chooses not to fulfill its N-1 carrier responsibility, ~~AM-IN~~ 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.
- 2.7.7 TWTC shall be responsible for payment of charges to ~~AM-IN~~ 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.
- 2.7.8 TWTC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

- 2.8.1 The price of PNP queries shall be the same as those in ~~AM-IN~~ - Section 6 of the FCC No. 2 Access Services Tariff.
- 2.8.2 TWTC agrees not to charge ~~AM-IN~~, nor any SBC Affiliate, SBC Subsidiary, or ~~AM-IN~~ End User for the ordering, provisioning, or

conversion of ported telephone numbers as a means for the TWTC to recover the costs associated with LNP.

3. INP TO PNP TRANSITION

3.1 **AM-IN** has deployed LRN in all of their switches.

3.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

3.3 TWTC shall issue LSRs to change its existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

3.4 New requests for INP will not be provided in a **AM-IN** switch once LRN has been deployed in that switch.

3.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

4. MASS CALLING CODES

4.1 General Terms and Conditions

4.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **AM-IN** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

4.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **AM-IN** will provide mass calling code portability using a non-LRN solution.

4.2 Service Provided

4.2.1 **AM-IN** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **AM-IN** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk

groups to the AM-IN mass calling tandem and/or AM-IN mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AM-IN choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

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

4.3 Obligations of AM-IN

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

4.4 Obligations of TWTC

- 4.4.1 TWTC shall agree to adhere to LSOG compliant LSR format and to negotiated mass calling due date intervals.
- 4.4.2 TWTC shall provide the facility and DID trunk group from the AM-IN CSO to TWTC's serving office. TWTC shall size this one-way MF trunk group.
- 4.4.3 TWTC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

4.5 TWTC Mass Calling Codes

- 4.5.1 Should TWTC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), TWTC shall home its CSO(s) on a AM-IN mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from AM-IN's tandem and/or AM-IN mass calling hub to TWTC. In order to allow the Parties time to order and install such mass calling trunks, TWTC shall provide AM-IN notification of its intention to

deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

- 4.5.2 MF and SS7 trunk groups shall not be provided within the same DS1 facility. A separate DS1 facility per signaling type must be used. Where AM-IN and TWTC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility when same signaling type is used.

4.6 Limitations of Service

- 4.6.1 TWTC shall adhere to AM-IN's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

5. **PROVISION OF PNP BY TWTC TO AM-IN**

- 5.1 TWTC shall provide PNP to AM-IN under no less favorable terms and conditions as when AM-IN provides such services to TWTC.

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

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

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Indiana Bell Telephone Company Incorporated will coordinate with respect to NXX assignments.
- 1.2 As used herein, AM-IN means the above listed ILEC doing business in Indiana.

2. GENERAL TERMS AND CONDITIONS

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

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

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

2.8 Test Numbers

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

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement

which are legitimately related to such interconnection, service or network element. 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.

APPENDIX OSS-RESALE & UNE

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**APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to TWTC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS (“Uniform POR”) as approved by FCC on September 22, 2000.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 AM-IN - As used herein, AM-IN means the applicable above listed ILEC(s) doing business in Indiana.
- 1.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**
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- 1.12 AM-IN has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means Information Industry Service Center (IISC) for AM-IN.
- 2.2 “LOC” means the Customer Response Unit (CRU) for AM-IN.
- 2.3 “Service Bureau Provider” - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by TWTC to act as its agent for purposes of accessing AM-IN’s OSS application-to-application interfaces.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once TWTC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, TWTC will no longer submit orders manually (and AM-IN shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS interfaces:**
 - 3.2.1 For AM-IN, TWTC agrees to utilize AM-IN electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through AM-IN. In addition, TWTC agrees that such use will comply with AM-IN’s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, TWTC shall be responsible for and indemnifies AM-IN against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AM-IN’s OSS from TWTC systems, workstations or terminals or by TWTC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by TWTC and shall pay AM-IN for any and all damages caused by such unauthorized entry.
- 3.3 Within AM-IN regions, TWTC’s access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier’s End User where TWTC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User’s Local Service Provider.

- 3.3.1 In AM-IN regions, TWTC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 3.3.3 Throughout AM-IN region, TWTC is solely responsible for determining whether proper authorization has been obtained and holds AM-IN harmless from any loss on account of TWTC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, TWTC agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. TWTC is also responsible for all actions of its employees using any of AM-IN's OSS systems. As such, TWTC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AM-IN caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AM-IN to TWTC. In addition, TWTC agrees to indemnify and hold AM-IN harmless against any claim made by an End User of TWTC or other third parties against AM-IN caused by or related to TWTC's use of any AM-IN OSS.
- 3.5 In the event SBC has good cause to believe that TWTC has used AM-IN OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give TWTC written notice describing the alleged misuse ("Notice of Misuse"). TWTC shall immediately refrain from the alleged misuse until such time that TWTC responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event TWTC agrees with SBC's allegation of misuse, TWTC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event TWTC does not agree that TWTC's use of AM-IN OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such 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, TWTC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until TWTC has implemented a mutually agreeable remedy to the alleged misuse.

- 3.6.2 To remedy the 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.
- 3.7 In order to determine whether TWTC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of TWTC's use of the AM-IN OSS. Such audit shall be limited to auditing those aspects of TWTC's use of the AM-IN OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. AM-IN shall give ten (10) days advance written notice of its intent to audit TWTC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC'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), TWTC shall provide AM-IN with access to the requested information in any reasonably requested format, at an appropriate TWTC location, unless otherwise agreed to by the Parties. The audit shall be at AM-IN'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. SBC 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 SBC, or any SBC affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AM-IN and TWTC will use manual processes. Should AM-IN develop electronic interfaces for these functions for itself, AM-IN will make electronic access available to TWTC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the AM-IN region provides for technical support function of electronic OSS interfaces. TWTC will also provide a single point of contact for technical issues related to the TWTC's electronic interfaces.
- 3.10 AM-IN and TWTC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of 13-STATE Change Management Plan, developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 AM-IN will and TWTC may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AM-IN may deploy interfaces with

requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. TWTC and AM-IN are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AM-IN has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.13 Due to enhancements and on-going development of access to AM-IN's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. AM-IN shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 TWTC is responsible for obtaining operating system software and hardware to access AM-IN OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC for any of its regions.

4. **PRE-ORDERING**

- 4.1 AM-IN will provide real time access to pre-order functions to support TWTC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to TWTC so that TWTC order requests may be created to comply with AM-IN region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

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- 4.2.2 Access to AM-IN retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for AM-IN, pending service order activity is included. TWTC agrees that TWTC'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 TWTC, and an End User

authorization for release of CPNI complies with conditions as described in section 3.3 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For AM-IN, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to AM-IN retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for AM-IN only, pending service order activity. TWTC agrees that TWTC'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 TWTC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.3 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For AM-IN, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For AM-IN, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

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4.4.5 **AM-IN Resale and UNE Services Pre-Order System Availability:**
AM-IN will provide TWTC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2.

4.4.6 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.4.6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, TWTC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring that pre-ordering information considered relatively static. For **AM-IN**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. **ORDERING/PROVISIONING**

5.1 **AM-IN** provides access to ordering functions (as measured from the time **AM-IN** receives accurate service requests from the interface) to support TWTC

provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, TWTC will format the service request to identify what features, services, or elements it wishes AM-IN to provision in accordance with applicable AM-IN ordering requirements. AM-IN will provide TWTC access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 THIS SECTION INTENTIONALLY LEFT BLANK

5.3 Resale and UNE Service Order Request Ordering System Availability:

5.3.1 AM-IN makes available to TWTC an Electronic Data Interchange (EDI) interface for transmission of AM-IN 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, TWTC and AM-IN will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AM-IN's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, TWTC and AM-IN will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AM-IN's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 THIS SECTION INTENTIONALLY LEFT BLANK

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, TWTC and AM-IN will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

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5.5 THIS SECTION INTENTIONALLY LEFT BLANK

5.6 Provisioning for Resale Services and UNEs in AM-IN: AM-IN will provision Resale services and UNE as detailed in TWTC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, AM-IN provide TWTC, and TWTC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. AM-IN will provide TWTC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, TWTC may access these functions via the following methods:

6.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK**

- 6.1.2 In AM-IN, Electronic Bonding for Trouble Administration (EBTA-GUI) allows TWTC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 **THIS SECTION INTENTIONALLY LEFT BLANK.**

- 6.1.4 In AM-IN, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by TWTC and AM-IN. 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. TWTC and AM-IN will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 AM-IN will bill TWTC for Resold services and UNEs. AM-IN will send associated billing information to TWTC as necessary to allow TWTC to perform billing functions. At minimum AM-IN will provide TWTC billing information in a paper format or via magnetic tape, as agreed to between TWTC and AM-IN.

7.1.1 **THIS SECTION INTENTIONALLY LEFT BLANK.**

- 7.1.2 For Resale Services in AM-IN, TWTC may elect to receive its bill on CD.

- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

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7.2.3 **THIS SECTION INTENTIONALLY LEFT BLANK.**

- 7.2.4 In AM-IN, TWTC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.5 TWTC may receive Local Disconnect Report records (via CARE records) that indicate when TWTC's End Users change their Competitive Local Exchange Carrier. In AM-IN this information is provided via the EDI 836 transaction set.
- 7.2.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 7.2.7 In AM-IN, TWTC may receive a mechanized bill via the AM-IN Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 AM-IN makes available to CLECs a local bill via the AM-IN Electronic Billing System (AEBS) transaction set.
- 7.3.2 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 7.3.3 In AM-IN, TWTC will receive a Daily Usage Extract 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.
- 7.3.4 AM-IN, TWTC may receive Local Disconnect Report records (via CARE records) electronically that indicate when TWTC's End Users, utilizing AM-IN, ports, change their Competitive Local Exchange Carrier. In AM-IN, this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 TWTC must access OSS interfaces via a TWTC Remote Access Facility. The ARAF, located in Chicago, IL, serves AM-IN. Connection to these **Remote Access Facilities** will be established via a "port" either through dial-up or direct connection as described in Section 8.2. TWTC may utilize a port to access AM-IN OSS interfaces to perform the supported functions in any AM-IN where TWTC has executed an Appendix OSS.
- 8.2 For AM-IN, TWTC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," TWTC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the ARAF. Switched Access "Dial-up Connections" require TWTC to provide its own

modems and connection to the AM-IN ARAF. TWTC shall pay the cost of the call if Switched Access is used.

- 8.3 For AM-IN, TWTC shall use TCP/IP to access AM-IN OSS via the ARAF. In addition, each TWTC shall have one valid Internet Protocol (IP) network address per region. TWTC shall maintain a user-id / password unique to each individual for accessing an AM-IN OSS on TWTC's behalf. TWTC 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.
- 8.4 For AM-IN, TWTC shall attend and participate in implementation meetings to discuss TWTC ARAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 TWTC agrees that interconnection of TWTC data facilities with AM-IN data facilities for access to OSS will be in compliance with AM-IN's Competitive Local Exchange Carrier (TWTC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between TWTC and the ARAF.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone

upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either TWTC or AM-IN network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of TWTC equipment on AM-IN'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.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must

be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

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

9.3.6 All network-related problems will be managed to resolution by the respective organizations, TWTC or AM-IN, as appropriate to the ownership of a failed component. As necessary, TWTC and AM-IN will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.11 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 TWTC or AM-IN, respectively, as the providers of the computer, network or information in question.

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

9.5 **General Policies**

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

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

- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user in real time.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

9.8 Access and Session Control

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

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

9.10 Software And Data Integrity

- 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several

approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**AM-IN** or TWTC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, TWTC must complete user education classes for **AM-IN**-provided interfaces that affect the **AM-IN** 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 TWTC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of TWTC students in each class. TWTC agrees that charges will be billed by **AM-IN** and TWTC payment is due thirty (30) days following the bill date. TWTC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which TWTC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 10.4 Class dates will be based upon AM-IN availability and will be coordinated among TWTC, TWTC's AM-IN Account Manager, and SBC Industry Markets CLEC Training Product Management.
- 10.5 TWTC agrees to pay the cancellation fee of the full price noted in the separate agreement if TWTC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. TWTC agrees to provide to AM-IN completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 TWTC agrees that TWTC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AM-IN system are strictly prohibited.
- 10.7 TWTC 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 AM-IN's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For AM-IN, should TWTC request custom development of an exclusive interface to support OSS functions, such development will be considered by AM-IN on an Individual Case Basis (ICB) and priced as such.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 12.1 AM-IN shall allow TWTC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, TWTC shall be permitted to access AM-IN OSS via a Service Bureau Provider as follows:
- 12.2.1 TWTC shall be permitted to access AM-IN application-to-application OSS interfaces, via a Service Bureau Provider where TWTC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AM-IN to Allow Service Bureau Provider to establish access to and use of AM-IN's OSS.
- 12.2.2 TWTC's use of a Service Bureau Provider shall not relieve TWTC of the obligation to abide by all terms and conditions of this Agreement. TWTC must ensure that its agent properly performs all OSS obligations of TWTC under this Agreement, which TWTC delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of TWTC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AM-IN shall have a reasonable transition time to establish a connection to a Service Bureau Provider once TWTC provides notice. Additionally, AM-IN shall have a reasonable transition period to terminate any such connection after notice from TWTC that it has terminated its agency relationship with a Service Bureau Provider.

12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, AM-IN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AM-IN's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as TWTC's agent for connection to AM-IN's OSS) which could not be avoided by AM-IN through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by TWTC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that TWTC is entitled to any particular manner of access, nor is it evidence that **AM-IN** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of TWTC for **AM-IN**'s failure to meet specified performance measures and shall be in lieu of any other damages TWTC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
- 3.1.1 Performance Criteria
- 3.1.1.1 The target level of **AM-IN** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal

to that which AM-IN achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both AM-IN and TWTC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by TWTC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9. The Parties acknowledge that not all metrics with a specified *standard* will have a statistical test applied to such metrics.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by AM-IN to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 AM-IN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AM-IN's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by TWTC that is contrary to any of its obligations under its interconnection agreement with AM-IN or law; (iii) environmental events beyond AM-IN's control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by AM-IN through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AM-IN.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which TWTC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of TWTC having available to its End User opportunities similar to those opportunities available to AM-IN at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages TWTC would sustain if a Specified Performance Breach occurs, AM-IN agrees to pay TWTC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages TWTC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of AM-IN to meet a specified performance commitment in this Appendix and any specific time commitments for the same activity contained in any other Appendix or Appendices.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 7.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 14 below, when AM-IN delivers non-compliant performance as defined in 3.1.3. In no event shall AM-IN be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to TWTC that may fail the Performance Criteria in any month. Liquidated damages apply to non-compliant measures that are in excess of the applicable value of F.
- 7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after TWTC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure, unless AM-IN is ordered to do so by the Commission or the FCC.
- 7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic

failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 8.1 **AM-IN** and TWTC agree to use the following as statistical tests for evaluating the compliance of TWTC results with the Performance Criterion. These tests are applicable if the number of data points for each of **AM-IN** and TWTC is greater than or equal to 30 for a given measurement. Methods for statistical testing are subject to periodic review and modification as directed or ordered by the Commission or FCC.
- 8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that TWTC's results are significantly worse than either the comparable result for **AM-IN** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / d_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$d_{\text{DIFF}} = \text{SQRT} [d_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

d_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / d_{\text{DIFF}}$$

Where;

$$DIFF = P_{ILEC} - P_{CLEC}$$

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

$$d_{DIFF} = \text{SQRT} [d_{ILEC}^2 (1/n_{CLEC} + 1/n_{ILEC})]$$

$$d_{ILEC}^2 = P_{ILEC} (1 - P_{ILEC}).$$

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{H_{CLEC}-1}{x} \binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x-1}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;

$$H_{CLEC} = P_{CLEC}n_{CLEC}$$

$$H_{ILEC} = P_{ILEC}n_{ILEC}.$$

If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{CLEC} = n_{CLEC} - P_{CLEC}n_{CLEC}$$

$$H_{ILEC} = n_{ILEC} - P_{ILEC}n_{ILEC}.$$

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$$N = H_{CLEC} + H_{ILEC}$$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$$p = D_{\text{CLEC}} / (D_{\text{CLEC}} + D_{\text{ILEC}})$$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{CLEC}} - M_{\text{ILEC}}$, $P_{\text{CLEC}} - P_{\text{ILEC}}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (\text{DIFF}) / d_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{CLEC}} - \text{BM}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

$$\text{BM} = \text{Benchmark}$$

$$d_{\text{DIFF}} = \text{SQRT} [d_{\text{CLEC}}^2 (1/n_{\text{CLEC}})]$$

$$d_{\text{CLEC}}^2 = \text{Calculated variance for CLEC.}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the t statistic is obtained from Student's distribution with $n_{\text{CLEC}} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$$K = PN$$

$$P = \text{CLEC proportion}$$

$$N = \text{number of observations or samples used in CLEC measurement}$$

$$B = \text{benchmark expressed as a proportion}$$

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \frac{a^x}{e^x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows:
- (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

9. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051

25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

10. LIMITATIONS

- 10.1 AM-IN will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.6. Any dispute regarding whether a AM-IN performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 10.2 AM-IN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AM-IN's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by TWTC that is contrary to any of its obligations under its interconnection agreement with AM-IN or law; (iii) environmental events beyond AM-IN's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by AM-IN through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to AM-IN and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on TWTC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of AM-IN's compliance with the Performance Criteria, or (ii) only suspends AM-IN's ability to timely perform the activity, the applicable time frame in which AM-IN's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

- 11.1 AM-IN will not levy a separate charge for provision of the data to TWTC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 11.2 Reports are to be made available to TWTC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 11.3 TWTC will have access to monthly reports through an interactive Website.

- 11.4 **AM-IN** will provide billing credits or other payment remittance options as may be ordered by the Commission or FCC for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple TWTC affiliates shall not be combined for any purpose under this Appendix.
- 11.6 **AM-IN** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below unless so ordered by the Commission or the FCC. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	\$.072M
California	\$1.26M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Nevada	\$.024M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

12. AUDITS

- 12.1 TWTC and **AM-IN** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that TWTC requests such consultation and the issues raised by TWTC have not been resolved within 30 days after TWTC's request for consultation, then **AM-IN** will allow TWTC to commence a mini-audit, at TWTC's expense, upon providing **AM-IN** 5 days advance written notice (including e-mail).
- 12.2 TWTC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

- 12.3 TWTC will bear the expense of the mini-audits, unless AM-IN is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, AM-IN will pay for the costs of the third party auditor. “Materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

- 13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure, unless AM-IN is ordered to do so by the Commission or the FCC. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

- 14.1 AM-IN will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 7.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when AM-IN delivers non-compliant performance as defined in 3.1.3. AM-IN will also report results for any measurements that have been ordered by the Commission that approved this agreement, liquidated damages shall not apply to such measurements. When the Commission issues an order instituting performance remedies, either party may invoke Section 21 of the General Terms and Conditions of this Agreement. AM-IN performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

- 1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between AM-IN and TWTC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between AM-IN and TWTC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. AM-IN DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 AM-IN - As used herein, AM-IN means the applicable above listed ILEC(s) doing business in Indiana.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between TWTC and AM-IN will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, until such time that AM-IN may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- a. both physically located in the same AM-IN Local Exchange Area as defined by the AM-IN Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring AM-IN Local Exchange Areas, or within an AM-IN exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in AM-IN, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt

from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area 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 Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all 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. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, 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 can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless AM-IN chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
- 5.3 Tandem Serving Rate Elements:
 - 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
 - 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
 - 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
 - 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between AM-IN and TWTC in the monthly billing cycle.
- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree

that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

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9. TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an AM-IN network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate

element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. The rates that AM-IN shall charge for transiting TWTC traffic are outlined in Appendix Pricing.

- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The TWTC shall not bill AM-IN for terminating any Transit traffic, whether identified or unidentified, i.e. whether AM-IN is sent CPN or is not sent CPN by the originating company.
- 9.4 In those AM-INS where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where AM-IN is the PTC, AM-IN shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, AM-IN shall reimburse the terminating carrier at AM-IN's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 TWTC will establish sufficient direct trunk groups between TWTC and a Third Party's network when TWTC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

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11. INTRALATA 800 TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

- 11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, TWTC is the Initial Billing Company (IBC) and AM-IN is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 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 or ESP. When AM-IN performs 800 database queries, AM-IN will charge the end office provider for the database query in accordance with standard industry practices.

- 12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. AM-IN acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At TWTC's request, AM-IN will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 AM-IN and TWTC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate intraLATA toll 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 AM-IN's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the AM-IN's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. THIS SECTION INTENTIONALLY LEFT BLANK**15. BILLING FOR MUTUAL COMPENSATION -- AM-IN**

- 15.1 In AM-IN, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
- 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the AM-IN's option to invoke on a date specified by AM-IN the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.
- 16.2 AM-IN agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the AM-IN designates that the FCC's ISP terminating compensation plan shall begin in this state. TWTC agrees that on the date designated by AM-IN, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 AM-IN and TWTC agree to carry out the FCC terminating compensation plan on the date designated by AM-IN without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 16.4 Should a regulatory agency, court or legislature change or nullify the AM-IN's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AM-IN, TWTC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the

FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

- 16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AM-IN, TWTC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.
- 16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the

underlying Interconnection 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.

- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between AM-IN and TWTC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **AM-IN** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-IN**, and means the applicable above listed ILECs doing business in Indiana.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between **AM-IN** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **AM-IN** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to TWTC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **AM-IN**'s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an AM-IN SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AM-IN will record all IXC transported messages for TWTC carried over all Feature Group Switched Access Services that are available to AM-IN provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AM-IN -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AM-IN.
- 3.2 AM-IN will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by AM-IN.
- 3.3 AM-IN will provide access usage records that are generated by AM-IN.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AM-IN, during the billing period established by AM-IN and selected by TWTC.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by AM-IN and provided to TWTC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

- 3.7 AM-IN will provide message detail to TWTC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, TWTC 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. AM-IN reserves the right to limit the frequency of transmission to existing AM-IN processing and work schedules, holidays, etc.
- 3.9 AM-IN will determine the number data files required to provide the access usage record detail to TWTC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided TWTC and lost or destroyed through no fault of AM-IN will not be recovered and made available to TWTC except on an individual case basis at a cost determined by AM-IN.
- 3.11 When AM-IN receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by TWTC, AM-IN will forward those messages to TWTC.
- 3.12 AM-IN will record the applicable detail necessary to generate access usage records and forward them to TWTC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 AM-IN as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by TWTC in accordance with this agreement on a reciprocal, no-charge basis. TWTC agrees to provide any and all Summary Usage Records (SURs) required by AM-IN on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 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.

- 5.2 When AM-IN is notified that, due to error or omission, incomplete data has been provided to TWTC, AM-IN will make reasonable efforts to locate and/or recover the data and provide it to TWTC at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to TWTC. If written notification is not received within thirty (30) calendar days, AM-IN shall have no further obligation to recover the data and shall have no further liability to TWTC.
- 5.3 If, despite timely notification by TWTC, message detail is lost and unrecoverable as a direct result of AM-IN having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, AM-IN 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, AM-IN's liability to TWTC shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 AM-IN will not be liable for any costs incurred by TWTC when TWTC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by AM-IN.
- 5.5 TWTC agrees to defend, indemnify, and hold harmless AM-IN from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by TWTC, its customers or end users. TWTC shall defend against all End Users' claims just as if TWTC had provided such service to its End Users with its own employees.
- 5.6 TWTC also agrees to release, defend, indemnify and hold harmless AM-IN from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by AM-IN employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 TWTC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 AM-IN 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, AM-IN 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.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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 TWTC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to TWTC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the TWTC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to TWTC.

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 TWTC. 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 TWTC.
- 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 TWTC. 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 TWTC.
- 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 TWTC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for CLEC. TWTC 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 TWTC.
- Option 12:** Recording Company provides tandem function for CLEC. TWTC 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 TWTC.
- Option 13:** Recording Company provides tandem function for CLEC. TWTC 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 TWTC.
- Option 14:** Recording Company provides tandem function for CLEC. TWTC 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 TWTC.
- Option 15:** Recording Company provides tandem function for CLEC. TWTC 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 TWTC.

MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to TWTC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. TWTC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **AM-IN**'s internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

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

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **AM-IN**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, TWTC may resell other Telecommunications Services offered at retail by **AM-IN** at the discount set forth in Appendix Pricing.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **AM-IN** to **AM-IN**'s End Users through tariff(s), the rules and regulations associated with **AM-IN**'s retail tariff(s) shall apply when the services are resold by TWTC, 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 **AM-IN** to its End Users.
- 3.2 TWTC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **AM-IN** retail tariff(s) applicable within that state.

- 3.3 Except where otherwise explicitly permitted in AM-IN's corresponding retail tariff(s), TWTC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 TWTC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AM-IN offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 TWTC 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 TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by AM-IN contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by AM-IN retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an AM-IN company, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AM-IN tariff for any "special needs service" it resells to any End User beginning on the date that TWTC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AM-IN retail tariff requirements.
- 3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an AM-IN company, or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable AM-IN retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to AM-IN

3.4.2.1 TWTC may only resell AM-IN low income assistance services, **e.g.** LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving AM-IN LifeLine and/or Link-Up benefit, the existing AM-IN CSR will carry the appropriate service indicator. TWTC may view this indicator on the AM-IN CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail AM-IN CSR, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AM-IN tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that TWTC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AM-IN retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with AM-IN or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable AM-IN retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.3 This section applies only to AM-IN;

3.5.3.1 AM-IN promotions of ninety (90) days or less are not available to TWTC for resale.

- 3.6 TWTC shall not use a resold service to avoid the rates, terms and conditions of AM-IN's corresponding retail tariff(s).
- 3.7 TWTC 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 TWTC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AM-IN federal and applicable state tariff(s) will apply to each local exchange line furnished to TWTC under this Appendix for resale.
- 3.9 To the extent allowable by law, TWTC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to TWTC for resale. TWTC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 AM-IN shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. TWTC 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 AM-IN as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to TWTC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to TWTC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When TWTC 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.

TWTC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading “Resale;” no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading “OTHER (Resale).”

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **AM-IN**'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.

3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **AM-IN**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.12 If TWTC is in violation of any provision of this Appendix, **AM-IN** will notify TWTC of the violation in writing. Such notice shall refer to the specific provision being violated. TWTC will have thirty (30) calendar days to correct the violation and notify **AM-IN** in writing that the violation has been corrected. **AM-IN** will bill TWTC a sum equal (i) the charges that would have been billed by **AM-IN** to TWTC or any Third Party but for the stated violation and (ii) the actual revenues TWTC billed its End User(s) in connection with the stated violation, whichever is greater. Should TWTC dispute the stated violation, TWTC must notify **AM-IN** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **AM-IN** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by TWTC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 **AM-IN**'s services are not available at wholesale rates to TWTC for its own use or for the use of any of TWTC's affiliates and/or subsidiaries or the use of TWTC's parent or any affiliate and/or subsidiary of TWTC's parent company, if any.

3.14 This section applies only to **AM-IN**:

3.14.1 **AM-IN** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.14.2 Subject to the provisions of Section 3.14.1, the following shall apply:

3.14.2.1 AM-IN tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket.

3.14.2.2 AM-IN Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.14.3 If TWTC elects to terminate a AM-IN retail contract which TWTC had previously assumed, TWTC will be assessed the applicable termination charges remaining unless TWTC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount TWTC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, AM-IN will afford TWTC's End Users the ability to make 911 calls. TWTC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by AM-IN, TWTC shall provide AM-IN with accurate and complete information regarding TWTC's End User(s) in a format and time frame prescribed by AM-IN for purposes of E911 administration.

4.1.1 Should any TWTC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to AM-IN's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AM-IN will include in appropriate White Pages directories the primary alphabetical listings of all TWTC End Users located within the local directory scope. The rules, regulations and AM-IN practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by TWTC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 TWTC hereby releases AM-IN from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided to AM-IN under this Appendix, and/or TWTC'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.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend AM-IN and AM-IN'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 TWTC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. TWTC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against TWTC and AM-IN, and/or against AM-IN alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in TWTC's End User listing information in the White Pages directory, AM-IN may, at its option, assume and undertake its own defense, or assist in the defense of the TWTC, in which event the TWTC shall reimburse AM-IN for reasonable attorney's fees and other expenses incurred by AM-IN in handling and defending such demand, claim and/or suit.

4.5 Each TWTC subscriber will receive one copy per primary End User listing of AM-IN's White Pages directory in the same manner and at the same time that they are delivered to AM-IN's subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, TWTC may provide to AM-IN written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, AM-IN will deliver the remaining directories included in the TWTC's order in bulk to an address specified by the TWTC.

4.5.1 If TWTC's End User already has a current AM-IN local White Pages directory, AM-IN shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.

4.6 Subject to any blocking that may be ordered by TWTC for its End Users', to the extent Directory Assistance (DA) services are provided to AM-IN End Users, AM-IN shall provide TWTC's End Users access to AM-IN Directory Assistance services. TWTC shall pay AM-IN the charges attributable to Directory Assistance services

utilized by TWTC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

- 4.7 AM-IN will provide TWTC with 1/8th page in each directory (where the TWTC has or plans to have local telephone exchange customers) for the TWTC to include TWTC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, TWTC shall provide AM-IN with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of TWTC's camera-ready copy shall be subject to AM-IN approval. In those directories in which AM-IN includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at TWTC's request, subject to the guidelines set forth above.
- 4.8 At its request, TWTC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where TWTC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than AM-IN "Informational Pages". Sixty (60) calendar days prior to the directory close date, the TWTC shall provide to AM-IN the "Informational Page" in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including TWTC End User listings in AM-IN White Page directories as well as distribution of such directories to TWTC and/or TWTC End User's is a product offering available through a non-regulated subsidiary of AM-IN.
- 4.10 Subject to any blocking that may be ordered by TWTC for its End Users', AM-IN will provide access to Operator Services ("OS") to TWTC's End Users to the same extent it provides OS to its own End Users. TWTC shall pay the charges associated with the utilization of OS by TWTC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 AM-IN shall also offer TWTC the opportunity to customize route its End Users' DA/OS calls where technically feasible. TWTC must have dedicated transport at each End Office where customized routing is requested. TWTC agrees to pay AM-IN appropriate charges associated with customized routing on an ICB basis.
- 4.12 Payphone Services
- 4.12.1 TWTC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by TWTC by means of reselling AM-IN's services offered pursuant to the appropriate payphone section(s) of AM-IN's

state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered **AM-IN** to compensate PSP customers of TWTCs that resell **AM-IN**’s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

- 4.12.2 The Parties desire that **AM-IN** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of TWTC by paying the Payphone Compensation to TWTC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 **AM-IN** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **AM-IN** will pay Payphone Compensation to TWTC only for:
 - 4.12.3.1 IntraLATA subscriber 800 calls for which **AM-IN** provides the 800 service to the subscriber and carries the call; and
 - 4.12.3.2 IntraLATA calls placed using **AM-IN**’s prepaid calling card platform and carried by **AM-IN**.
- 4.12.4 **AM-IN** will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 **AM-IN** will pay TWTC the Payphone Compensation due to TWTC’s PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **AM-IN** deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 **AM-IN** will make payment of any Payphone Compensation due to TWTC under this Appendix by crediting TWTC’s bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **AM-IN** will not issue a check to TWTC if the credit for Payphone Compensation exceeds the balance due to **AM-IN** on the bill.
- 4.12.7 Nothing in this Appendix entitles TWTC to receive or obligates **AM-IN** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.

4.12.8 TWTC represents and warrants that the only AM-IN services that TWTC will make available to PSPs as Payphone Lines are the payphone services that AM-IN offers pursuant to the appropriate payphone section(s) of AM-IN's state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, TWTC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the TWTC's customer for that Payphone Line. TWTC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AM-IN pays any Payphone Compensation to TWTC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then TWTC shall pay the entire amount of such Payphone Compensation to the PSP that is TWTC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AM-IN.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend AM-IN and AM-IN's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 TWTC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of TWTC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by TWTC.

4.13 Suspension of Service

4.13.1 TWTC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 AM-IN will offer TWTC local service provider initiated suspension service for TWTC's purposes at the associated AM-IN state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific TWTC Handbooks.

- 4.13.2.1 TWTC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 4.13.2.2 Should TWTC 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, TWTC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
- 4.13.2.3 Should TWTC suspend service for one of its End Users and subsequently issue a restoral order, TWTC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

- 5.1 Except where otherwise required by law, TWTC shall not, without **AM-IN**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **AM-IN** or its Affiliates, nor shall TWTC state or imply that there is any joint business association or similar arrangement with **AM-IN** in the provision of Telecommunications Services to TWTC's customers.

5.2 Branding Requirements

- 5.2.1 Where technically feasible and/or available, **AM-IN** will brand Operator Services (OS) and/or Directory Assistance (DA) in TWTC's name as outlined below:
 - 5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.
- 5.2.2 Where **AM-IN** provides TWTC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **AM-IN**'s DA and OS utilize the same trunk group, TWTC will receive the same brand for both DA and OS.
- 5.2.3 TWTC agrees and warrants that it will provide to **AM-IN** a name to be used for branding covered by this Appendix that matches the name in which

TWTC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **AM-IN** will brand OS/DA in TWTC's name based upon the information provided by TWTC and as outlined below:

5.3.1.1 **AM-IN** – TWTC will provide written specifications of its company name to be used by **AM-IN** to brand TWTC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. TWTC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

AM-IN – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every OS call handled by **AM-IN** on behalf of TWTC when such services are provided in conjunction with the purchase of **AM-IN** 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.

6. **OS/DA RATE/REFERENCE INFORMATION**

6.1 TWTC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 TWTC will inform **AM-IN**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. TWTC acknowledges that it is responsible to provide **AM-IN** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TWTC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6.4 When an **AM-IN** Operator receives a rate request from a TWTC End User, where technically feasible and available, **AM-IN** will quote the applicable OS/DA rates as provided by the TWTC.

- 6.4.1 AM-IN – In the interim, when an Operator receives a rate request from a TWTC End User, AM-IN will transfer the TWTC End User to a customer care number specified by the TWTC on the OSQ. When AM-IN has the capability to quote specific TWTC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AM-IN

- 7.1 AM-IN shall allow TWTC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AM-IN shall provide interface specifications for electronic access for these functions to TWTC. However, TWTC shall be responsible for modifying and connecting any of its systems with AM-IN-provided interfaces, as outlined in Appendix OSS.
- 7.2 AM-IN shall implement TWTC service orders within the same time intervals AM-IN uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the TWTC Handbook, available on-line, as amended by AM-IN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 TWTC will have the ability to report trouble for its End Users to the appropriate AM-IN trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. TWTC will be assigned customer contact center(s) when initial service agreements are made. TWTC End Users calling AM-IN will be referred to TWTC at the number provided by TWTC. Nothing herein shall be interpreted to authorize TWTC to repair, maintain, or in any way touch AM-IN's network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the TWTC Handbook, available on-line, as amended by AM-IN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 AM-IN will provide TWTC with detailed billing information necessary for TWTC to issue bill(s) to its End User(s). TWTC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should TWTC elect to subscribe to the DUF, TWTC agrees to pay AM-IN the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 AM-IN shall make Telecommunications Services that AM-IN 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. AM-IN will notify TWTC of any changes in the terms and conditions under which AM-IN offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 AM-IN currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to TWTC for resale shall advise TWTC of the category in which such new service shall be placed, and the same discount already applicable to TWTC in that category shall apply to the new service.

7.6 TWTC's End User's activation of Call Trace shall be handled by the AM-IN operations centers responsible for handling such requests. AM-IN shall notify TWTC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of TWTC's End Users (whether that End User is the victim or the suspect) will be coordinated through TWTC.

7.6.1 TWTC 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 TWTC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify AM-IN against any Claim that insufficient information led to inadequate prosecution.

7.6.2 AM-IN shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF TWTC

8.1 Prior to submitting an order under this Appendix, TWTC 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. AM-IN shall abide by the same applicable laws and regulations.

- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AM-IN or TWTC that the End User requests local exchange service, 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.
- 8.2.1 AM-IN 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. TWTC shall make any such authorization it has obtained available to AM-IN upon request and at no charge.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AM-IN is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AM-IN, on behalf of TWTC, agrees to investigate an alleged incidence of slamming, AM-IN shall charge TWTC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should AM-IN receive an order from TWTC for services under this Appendix, and AM-IN is currently providing the same services to another local service provider for the same End User, TWTC agrees that AM-IN may notify the local service provider from whom the End User is being converted of TWTC's order coincident with or following processing TWTC's order. It shall then be the responsibility of the former local service provider of record and TWTC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLEC's or from AM-IN.
- 8.5.1 If AM-IN receives an order from another local service provider to convert services for an End User for whom TWTC is the current local service provider of record, and if TWTC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then AM-IN shall notify TWTC of such order coincident with or following processing such order. It shall be the responsibility of TWTC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLEC's or from AM-IN.

- 8.5.2 On no less than sixty (60) calendar days advance written notice, TWTC may, at its option, subscribe to the LDR. AM-IN will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected TWTC’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. TWTC shall pay AM-IN for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” TWTC agrees that AM-IN may change the per WTN charge, at AM-IN’s sole discretion, so long as AM-IN provides TWTC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AM-IN grants to TWTC a non-exclusive right to use the LDR information provided by AM-IN. TWTC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 TWTC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at TWTC’s location and its End Users’ service locations; provided, however, TWTC shall not be responsible for payment of charges for any retail services furnished by AM-IN directly to End Users and billed by AM-IN directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AM-IN for billing to resold End User accounts will be returned as unbillable and will not be passed to TWTC 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 AM-IN.
- 8.7 AM-IN 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 TWTC. All applicable rates and charges for services provided to TWTC under this Appendix will be billed directly to TWTC and shall be the responsibility of TWTC; provided, however, that TWTC shall not be responsible for payment of charges for any retail services furnished by AM-IN directly to End Users and billed by AM-IN directly to End Users.
- 8.7.1 Charges billed to TWTC for all services provided under this Appendix shall be paid by TWTC regardless of TWTC’s ability or inability to collect from its End Users for such services.
- 8.8 If TWTC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of TWTC to order the appropriate toll

restriction or blocking on lines resold to End Users. TWTC 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. TWTC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

8.9 TWTC shall be responsible for modifying and connecting any of its systems with **AM-IN**-provided interfaces as described in this Appendix and Appendix OSS.

8.10 TWTC shall be responsible for providing to its End Users and to **AM-IN** a telephone number or numbers that TWTC's End Users may use to contact TWTC in the event that the End User desires a repair/service call.

8.10.1 In the event that TWTC's End Users contact **AM-IN** with regard to repair requests, **AM-IN** shall inform such End Users to call TWTC and may provide TWTC's contact number.

8.11 TWTC acknowledges and agrees that, in the event TWTC makes any "TWTC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, TWTC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

8.12 TWTC will provide forecasts to **AM-IN** every January and July using the **AM-IN** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on TWTC's best estimates and will include all resale products TWTC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX FOR ACCESS
TO SBC COMMUNICATION INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IN means the above listed ILECs doing business in Indiana.
- 1.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.2 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term “conduit” refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AM-IN structures (such as huts and cabinets) which branch off from or are connected to AM-IN's conduit.
- 2.3 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment

vaults, or other **AM-IN** structures (such as huts and cabinets) which branch off from or are connected to **AM-IN**'s conduit.

- 2.4 **Duct.** The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole.** The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of **AM-IN**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **AM-IN** ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by **AM-IN** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit.** The term “occupancy permit” refers to a written instrument confirming that **AM-IN** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct.** The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an **AM-IN** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work.** The term “make-ready work” refers to all work performed or to be performed to prepare **AM-IN**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 **Manhole.** The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **AM-IN**'s conduit system. As used in this Appendix, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.

- 2.10 Other User. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an **AM-IN** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **AM-IN**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **AM-IN**’s poles, ducts, conduits or rights-of-ways).
- 2.11 Overlashing. The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 Pole. The term “pole” refers to poles (and associated anchors) which are owned or controlled by **AM-IN** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 Rights-of-way. The term “rights-of-way” refers to **AM-IN** owned or controlled legal rights to pass over or through property of another party and used by **AM-IN** for its telecommunications distribution system. For purposes of this Appendix, “rights-of-way” includes property owned by **AM-IN** and used by **AM-IN** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **AM-IN** with permission from such owner rather than as a matter of legal right.
- 2.14 Structure. The term “Structure” refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **AM-IN** shall provide non-discriminatory access to **AM-IN**’s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party’s access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

- 3.1.1 **AM-IN**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **AM-IN**'s central offices;
- 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
- 3.1.3 ducts and conduits located within buildings owned by **AM-IN**; and
- 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **AM-IN** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **AM-IN**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **AM-IN**'s Right to Abandon, Convey or Transfer Structure Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **AM-IN**'s right to abandon, convey, or transfer to any other person or entity **AM-IN**'s interest in any of **AM-IN**'S Structure. **AM-IN** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. **EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION**

- 4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the Commission of the interconnection agreement, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an interconnection agreement, this

Appendix shall terminate upon the termination of the interconnection agreement of which this is apart.

- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the interconnection agreement renews, if a part of the interconnection agreement.
- 4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 Elective Termination by AM-IN. Attaching Party shall, within 60 days after the effective date of the elective termination by AM-IN, either initiate negotiations for continued access to AM-IN's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.
- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to AM-IN under this Appendix, less costs associated with the Attaching Party's termination. Elective termination of this Appendix by AM-IN shall not affect AM-IN's obligations to afford access to AM-IN's poles, ducts, conduits, and rights-of-way owned or controlled by AM-IN as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection agreement, if any, of which this Appendix is a part, and the Guidelines for Access as referenced in the SBC CLEC Handbook to AM-IN Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and AM-IN relating to the placement and maintenance of

Attaching Party's facilities on and within AM-IN's poles, ducts, and conduits within this State.

- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix 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, disputes, 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, however, that 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 condition 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.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the

essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.

- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, 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 poles are located and applied without regard to the provisions of such state's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

- 6.1 **AM-IN** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **AM-IN**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **AM-IN**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an interconnect agreement between the Parties, the dispute resolution provisions of the interconnection agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to

indemnify or defend the other party (as an “indemnified party”) against, or hold the indemnified party harmless from, any Claims arising out of:

- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties’ interconnection agreement, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party’s behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party’s behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party’s behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party’s behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of AM-IN’s Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party’s Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party’s behalf.
- 8.5 THE INDEMNIFYING PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising 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
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with 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 the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **AM-IN** pole, duct, conduit, or right-of-way.

- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any AM-IN pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AM-IN harmless from any and all Claims, of every kind and character, made, brought, or sought against AM-IN by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AM-IN due to the placement or presence of Attaching Party's facilities on or within AM-IN's poles, ducts, conduits, or rights-of-way; or
- 8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to AM-IN. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AM-IN pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AM-IN harmless from any and all

Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **AM-IN**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **AM-IN**'s poles, ducts, conduits, or rights-of-way.

- 8.11 **AM-IN's General Indemnity Obligations to Attaching Party.** This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **AM-IN**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **AM-IN** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **AM-IN**'s access to or use of **AM-IN**'s poles, ducts, conduits, or rights-of-way, **AM-IN**'s performance of any acts authorized under this Appendix, or the presence or activities of **AM-IN**'s employees or other personnel acting on **AM-IN**'s behalf on, within, or in the vicinity of **AM-IN**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 **EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

- 9.2 AM-IN Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to AM-IN Structure AM-IN does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.4 or in instances of AM-IN's negligence or intentional misconduct, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to AM-IN's poles or placed in AM-IN's Structure and AM-IN shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall AM-IN be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AM-IN pole, duct, conduit, or right-of-way in any capacity other than as a AM-IN employee or person acting on AM-IN's behalf. In no event shall either party be liable to the other under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on either party's behalf, cable cuts by persons other than either party's employees or persons acting on either party's behalf, or other causes beyond either party's control which occur at sites subject to this Appendix.
- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to AM-IN poles, or is occupying AM-IN conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum

insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix 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.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **AM-IN** as an Additional Insured as its interest may appear in this Agreement on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 **AM-IN** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **AM-IN** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
 - 10.3.2 Automobile liability: Attaching Party shall submit to **AM-IN** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
 - 10.3.3 General liability: Attaching Party must provide evidence acceptable to **AM-IN** that it maintains at least an investment grade

(e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

- 10.4 All insurance required in accordance with this section must be in effect before **AM-IN** will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5 Attaching Party agrees to provide **AM-IN** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

- 11.1.1 **AM-IN** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **AM-IN** or which acquires or succeeds to ownership of substantially all of **AM-IN**'s assets.

- 11.1.2 Overlapping of Attaching Party's facilities on **AM-IN** poles by a third party will be allowed under the following conditions:

- 11.1.2.1 The Overlapping entity must enter into an Appendix with **AM-IN** for access to **AM-IN** Structures and abide by the terms and conditions of such an Occupancy Permit.

- 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **AM-IN** prior to submitting a request for access to structure.

- 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.

- 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX PRICING which

are separate and in addition to the fees paid by the Attaching Party.

- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AM-IN's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AM-IN that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Appendix and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Appendix (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Appendix, including liability to AM-IN for any act, omission, default, or obligation that arose or occurred under the Appendix prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Appendix, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AM-IN's prior written consent to the assignment or transfer, if necessary, and given AM-IN notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger,

acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **AM-IN** in writing, no assignment permitted by **AM-IN** under this Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix or this Agreement.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **AM-IN** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Appendix and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Appendix.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **AM-IN**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **AM-IN**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's

permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **AM-IN**'s Structure shall not materially interfere with or impair service over any facilities of **AM-IN** or any Other User, cause material damage to **AM-IN**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **AM-IN** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **AM-IN**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **AM-IN** may limit, terminate or refuse access if Attaching Party violates this provision.

12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.

12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a

waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to **AM-IN**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **AM-IN** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **AM-IN** facilities. This article does not limit the use by **AM-IN** of aggregate information relating to the occupancy and use of **AM-IN**'s Structure by firms other than **AM-IN** (that is, information submitted by Attaching Party and aggregated by **AM-IN** in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **AM-IN** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **AM-IN** and persons acting on **AM-IN**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **AM-IN**'s outside plant records;
- 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **AM-IN**'s Structure and any **AM-IN** facilities located on, within, or in the vicinity of such Structure;

- 14.3.3 performing AM-IN's obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of AM-IN's Structure are (or may in the future be) available for AM-IN's own use, and making planning, engineering, construction, and budgeting decisions relating to AM-IN's Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining AM-IN's financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between AM-IN and any person or entity, including Attaching Party, concerning AM-IN's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, either Party may utilize confidential or proprietary information submitted in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AM-IN shall not disclose Attaching Party's proprietary or confidential information without first, at AM-IN's option:
- 14.4.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information; or
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AM-IN from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AM-IN shall not disclose Attaching

Party's proprietary or confidential information without first, at AM-IN's option:

- 14.5.1 obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Attaching Party's information;
- 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
- 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent AM-IN has the authority to do so, AM-IN grants Attaching Party a right to use any right-of-way for AM-IN poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AM-IN's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AM-IN pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by AM-IN. AM-IN does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where AM-IN has access to third-party property pursuant to non-exclusive rights-of-way, AM-IN shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access

to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AM-IN has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, AM-IN shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AM-IN to provide such access, and provided further that AM-IN's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AM-IN to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by AM-IN in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AM-IN's poles or occupying space in AM-IN's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 THIS SECTION INTENTIONALLY LEFT BLANK

- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 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,

16.2.5 the AM-IN Structure Access Guidelines in the SBC CLEC Handbook.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AM-IN's manholes and access to AM-IN's conduit system.

16.3.1 Attaching Party will notify AM-IN not less than 5 business days in advance before entering AM-IN's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. Notwithstanding the foregoing, no notice shall be required in emergency situations. However, in the event of an emergency, notice and a general description of the opening or access to these facilities shall be provided AM-IN within 5 days of such emergency event.

16.3.2 An authorized employee or representative of AM-IN may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AM-IN's conduit system at no additional cost to Attaching Party unless otherwise agreed to by the Parties. Attaching Party shall reimburse AM-IN for costs associated with the presence of AM-IN's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 AM-IN will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AM-IN's Structure. Upon request, AM-IN will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AM-IN does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of AM-IN, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AM-IN's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 AM-IN will provide information currently available on the AM-IN's maps and/or records regarding:

- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on AM-IN's maps;
- 17.3.2 the footage between manholes or lateral ducts lengths, as shown on AM-IN's maps;
- 17.3.3 the footage between poles, if shown on AM-IN's maps;
- 17.3.4 the total capacity of the Structure.
- 17.3.5 the existing utilization of the Structure.
- 17.4 AM-IN will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AM-IN.
- 17.5 AM-IN will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AM-IN poles or placing facilities within specified AM-IN ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to AM-IN the appropriate AM-IN request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AM-IN Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by AM-IN or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AM-IN to
 - 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AM-IN structures;
 - 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AM-IN's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and

18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

19.1 Selection of Space. **AM-IN** will select or approve the Attaching Party's selection of the space Applicant will occupy on **AM-IN**'s poles or in **AM-IN**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **AM-IN**, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **AM-IN**, the pole, duct, and conduit space selected and/or approved by **AM-IN** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 This section intentionally left blank.

19.2.3 **AM-IN** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **AM-IN** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **AM-IN** record if **AM-IN** has not occupied such assigned space within such 12 month period.

19.2.4 This section intentionally left blank.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **AM-IN** Structure, **AM-IN** shall provide a written response to the application. The response shall state

- whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AM-IN will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AM-IN will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.
- 20.2 If access is granted the response will further advise Attaching Party in writing of:
- 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AM-IN's Structure, and
- 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
- 20.3.1 submit payment for the estimate authorizing AM-IN or its contractor to complete the make-ready work; or
- 20.3.2 advise AM-IN of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with AM-IN's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AM-IN or AM-IN's contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AM-IN's Structures or interferes with any existing use of AM-IN's facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AM-IN's poles or occupying space in AM-IN's conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching

Party's facilities to or in AM-IN's poles, ducts, conduits and rights of ways.

- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AM-IN for the use of such additional capacity. If AM-IN utilizes additional space or capacity created at Attaching Party's expense, AM-IN will reimburse Attaching Party on a pro-rata basis for AM-IN's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AM-IN will notify the Attaching Party if any entity, including AM-IN, attaches facilities to additional capacity on AM-IN's Structure created at the Attaching Party's expense. AM-IN shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any AM-IN Structure created at AM-IN's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AM-IN's capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, AM-IN will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AM-IN's Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AM-IN or Other User.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AM-IN to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AM-IN's poles and the placement of such facilities in AM-IN's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **AM-IN** with a construction schedule and thereafter keep **AM-IN** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **AM-IN**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **AM-IN**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **AM-IN** of such use and must either vacate the maintenance duct within 30 days or, with **AM-IN**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **AM-IN** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **AM-IN** Structure. The notice shall contain sufficient information to enable **AM-IN** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.

- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AM-IN Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AM-IN and other users in making rearrangements to AM-IN Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, AM-IN shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AM-IN will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AM-IN within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AM-IN conduit system and using the maintenance duct for emergency restoral

purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **AM-IN**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **AM-IN** construction district, Attaching Party shall provide **AM-IN** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **AM-IN** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **AM-IN**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified.

The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

- 25.3.3 AM-IN shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AM-IN on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, AM-IN shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by AM-IN that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AM-IN replacement pole, the transfer shall be in accordance with AM-IN's placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AM-IN and thereby authorize AM-IN (or any Other User sharing the pole with AM-IN) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AM-IN for the costs incurred by AM-IN for work performed by AM-IN on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AM-IN OF ATTACHING PARTY'S FACILITIES

- 26.1 Post-Construction Inspections. AM-IN will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AM-IN's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AM-IN will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AM-IN on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. AM-IN shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to AM-IN's Structure. These inspections will not be made more often than once every 2 years unless in AM-IN's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.
- 26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, AM-IN may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AM-IN's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AM-IN and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AM-IN's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

- 27.2 Removal of Untagged Facilities. AM-IN may, upon notice to any person or entity occupying the Structure and the expiration of 15 days, remove from AM-IN's poles or any part of AM-IN's conduit system the Attaching Party's facilities, if AM-IN determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AM-IN's poles or in AM-IN's conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AM-IN's poles or anchors or within any part of AM-IN's conduit system, AM-IN, without prejudice to other rights or remedies available to AM-IN under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to AM-IN, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If AM-IN approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AM-IN for all fees and charges associated with the unauthorized attachments as specified in Section 27.6 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AM-IN of any of its rights or privileges under this Appendix or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AM-IN's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AM-IN licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by AM-IN of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching

Party shall rearrange or remove its unauthorized facilities at AM-IN's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AM-IN or another Other User, and shall pay AM-IN for all costs incurred by AM-IN in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AM-IN shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AM-IN may, at AM-IN's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AM-IN's Facilities. No act or failure to act by AM-IN with regard to any unauthorized attachment or occupancy or unauthorized use of AM-IN's Structure shall be deemed to constitute a ratification by AM-IN of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a AM-IN pole or in a AM-IN duct or conduit, Applicant will provide written notification to AM-IN that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AM-IN's Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AM-IN's manholes.

- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AM-IN's Structure.
- 28.2 At AM-IN's request, Attaching Party shall remove from AM-IN's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide satisfactory proof to AM-IN that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AM-IN's Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from AM-IN's poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AM-IN's Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AM-IN's Structure would cause a forfeiture of the rights of AM-IN to occupy the property where such Structure is located, AM-IN will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AM-IN will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AM-IN's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by AM-IN; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AM-IN's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, AM-IN may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AM-IN shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

- 28.7 Removal of Facilities by AM-IN. If AM-IN removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AM-IN for AM-IN's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AM-IN shall have the right to change the rates, charges and fees outlined in this Appendix. AM-IN will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. If AM-IN is required to carry a bond, due to work to be performed by TWTC under this Agreement, AM-IN may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AM-IN adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AM-IN 60 days written notice.
- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all

employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on AM-IN by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AM-IN may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as AM-IN may deem reasonable or necessary to protect AM-IN from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the Party's duly authorized agent or attorney by registered or certified mail, return receipt requested and shall be deemed given upon actual receipt. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Tina Davis
Title: VP & Deputy General Counsel
Firm: Time Warner Telecom
Address: 10475 Park Meadows Drive
City/State/Zip: Littleton, CO 80124

cc Name: Pamela Sherwood
Title: Regulatory VP- Mid West Region
Firm: Time Warner Telecom
Address: 4625 West 86th Street, Suite 500
City/State/Zip: Indianapolis, IN 46268

If to SBC:

Name: Contract Administration
Title: Notices Manager
Firm: SBC Communications, Inc.
Address: 311 S. Akard, 9th Floor
City/State/Zip: Dallas, TX 75202-5398

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix 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 permit; 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.

APPENDIX UNE

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APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish TWTC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple AM-IN UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from AM-IN. TWTC 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 AM-IN's network. AM-IN has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IN means the applicable above listed ILEC doing business in Indiana.
- 1.4 The prices at which AM-IN agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 AM-IN has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.

2. TERMS AND CONDITIONS

- 2.1 AM-IN and TWTC may agree to connect TWTC's facilities with AM-IN's network at any technically feasible point for access to UNEs for the provision by TWTC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 AM-IN will provide TWTC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.3 In a manner that allows TWTC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c));
- 2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **AM-IN**'s network facilities to enable TWTC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair TWTC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows TWTC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **AM-IN** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **AM-IN** will permit TWTC exclusive use of an unbundled network facility for a period of time, and when TWTC is purchasing access to a feature, function, or capability of a facility, **AM-IN** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **AM-IN** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **AM-IN** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to TWTC under the provisions of this Appendix shall remain the property of AM-IN.
- 2.8 AM-IN will not connect to or combine UNE's with any non-251 (c)(3) or other AM-IN service offerings with the exception of tariffed Collocation services.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements
- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AM-IN may elect at its own discretion. AM-IN will provide access to UNEs where technically feasible. Where facilities and equipment are not available, AM-IN shall not be required to provide UNEs. However, TWTC may request and, to the extent required by law, AM-IN may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, AM-IN is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. AM-IN is not otherwise responsible for the Telecommunications Services provided by TWTC through the use of those UNEs.
- 2.9.3 Where UNEs provided to TWTC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to AM-IN for future provisioning needs, unless such UNE is disconnected in error. TWTC agrees to relinquish control of any such UNE concurrent with the disconnection of TWTC's End User's service.
- 2.9.4 TWTC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit AM-IN to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 TWTC's use of any AM-IN UNE, or of its own equipment or facilities in conjunction with any AM-IN network element, will not materially interfere with or impair service over any facilities of AM-IN, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AM-IN may discontinue or refuse service if TWTC violates this provision, provided that

such termination of service will be limited to TWTC's use of the UNE(s) causing the violation.

- 2.9.6 When a AM-IN provided tariffed or resold service is replaced by TWTC's facility based service using any AM-IN provided UNE(s), TWTC shall issue appropriate service requests, to both disconnect the existing service and connect new service to TWTC's End User. These requests will be processed by AM-IN, and TWTC 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 AM-IN provided UNEs is converted to a different CLEC's service which also uses any AM-IN 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 AM-IN and TWTC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 2.9.7 TWTC shall connect equipment and facilities that are compatible with the AM-IN Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 Unbundled Network Elements may not be connected to or combined with AM-IN access services or other AM-IN tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

- 2.10.1 Each UNE will be provided in accordance with AM-IN Technical Publications or other written descriptions, if any, as changed from time to time by AM-IN at its sole discretion.
- 2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.
- 2.10.3 AM-IN may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, TWTC 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 AM-IN places on itself for orders from its End Users.

2.10.4 TWTC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AM-IN, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which AM-IN agrees to provide TWTC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AM-IN makes these methods available. These methods provide TWTC access to multiple AM-IN UNEs which TWTC may then combine. The methods listed below provide TWTC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, TWTC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested AM-IN Central Office.

3.1.1.1 (Method 1)

AM-IN will extend AM-IN UNEs requiring cross connection to TWTC's Physical Collocation Point of Termination (POT) when TWTC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

AM-IN will extend AM-IN UNEs that require cross connection to TWTC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

AM-IN will extend AM-IN UNEs to the TWTC's UNE frame that is located outside the AM-IN Central Office where the UNEs are to be combined in a closure such as a cabinet provided by AM-IN on AM-IN property.

3.2 The following terms and conditions apply to all methods when AM-IN provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, AM-IN will provide a written reply notifying TWTC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AM-IN Central Office space and equipment.
- 3.2.3 TWTC may cancel the request at any time, but will pay AM-IN's reasonable and demonstrable costs for modifying AM-IN's Central Office up to the date of cancellation.
- 3.2.4 TWTC may elect to access AM-IN's UNEs through Physical Collocation arrangements.
- 3.2.5 TWTC shall be responsible for initial testing and trouble sectionalization of facilities containing TWTC installed cross connects.
- 3.2.6 TWTC shall refer trouble sectionalized in the AM-IN UNE to AM-IN.
- 3.2.7 Prior to AM-IN providing access to UNEs under this Appendix, TWTC and AM-IN shall provide each other with a point of contact for overall coordination.
- 3.2.8 TWTC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.9 All tools, procedures, and equipment used by TWTC to connect to AM-IN's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 TWTC shall be responsible for TWTC's personnel observing AM-IN's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If AM-IN for any reasonable and lawful reason requests TWTC to discontinue furnishing any person provided by TWTC for performing work on AM-IN's premises, TWTC shall immediately comply with such request. Such person shall leave AM-IN's premises promptly, and TWTC shall not furnish such person again to perform work on AM-IN's premises without AM-IN's consent.

- 3.2.11 TWTC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to AM-IN premises and/or facilities. AM-IN identification cards will be issued for any TWTC employees who are designated by TWTC as meeting the necessary requirements for access. Entry to AM-IN premises will be granted only to TWTC employees with such identification.
- 3.2.12 TWTC shall designate each Unbundled Network Element being ordered from AM-IN. TWTC shall provide an interface to receive assignment information from AM-IN regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 AM-IN will provide TWTC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AM-IN shall be referred to such contact numbers.
- 3.2.14 The TWTC shall provide its own administrative Telecommunication Service at each facility and all materials needed by TWTC at the work site. The use of cellular telephones is not permitted in AM-IN equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to AM-IN UNEs will be made on an individual case basis (ICB).
- 3.2.15.2 AM-IN will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, AM-IN will ensure that the first TWTC obtaining Access to UNEs in an AM-IN premises will not be responsible for the entire cost of site preparation and security.
- 3.2.15.3 AM-IN will contract for and perform the construction and preparation activities using same or consistent practices that are used by AM-IN for other construction and preparation work performed in the building.

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5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in this Section 5 applies to each Bona Fide Request submitted to AM-IN. For purposes of this Appendix, a “Business Day” means Monday through Friday, excluding Holidays observed by AM-IN.
- 5.2 **Bona Fide Request Process**
- 5.2.1 A Bona Fide Request (“**BFR**”) is the process by which TWTC may request AM-IN to provide TWTC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by AM-IN under the Act but is not available under this Agreement or defined in a generic appendix at the time of TWTC’s request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook or (ii) TCNet.ameritech.com, if one of the Parties is AM-IN. Included with the Application TWTC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 TWTC is responsible for all costs incurred by AM-IN to review, analyze and process a BFR. When submitting a BFR Application Form, TWTC has two options to compensate AM-IN for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover, AM-IN, preliminary evaluation costs, in which case AM-IN may not charge TWTC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case TWTC shall be responsible for all preliminary evaluation costs incurred by AM-IN, to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If TWTC submits a \$ 2,000 deposit with its BFR, and AM-IN is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AM-IN will return the \$2,000 deposit to TWTC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000,

the balance of the deposit will, at the option of TWTC, either be refunded or credited toward additional developmental costs authorized by TWTC.

- 5.2.6 Upon written notice, TWTC may cancel a BFR at any time, but will pay AM-IN its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AM-IN received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by TWTC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of TWTC either returned to TWTC or credited toward additional developmental costs authorized by TWTC.
- 5.2.7 AM-IN will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AM-IN, will acknowledge receipt of the BFR and in such acknowledgement advise TWTC of the need for any further information needed to process the Request. TWTC acknowledges that the time intervals set forth in this Appendix begins once AM-IN, has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AM-IN will provide to TWTC a preliminary analysis of such Request (the “**Preliminary Analysis**”). The Preliminary Analysis will (i) indicate that AM-IN will offer the Request to TWTC or (ii) advise TWTC that AM-IN will not offer the Request. If AM-IN indicates it will not offer the Request AM-IN will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by AM-IN under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that AM-IN will offer the Request, TWTC may, at its discretion, provide written authorization for AM-IN to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. TWTC’s written authorization to develop the BFR Quote must be received by AM-IN within thirty (30) calendar days of TWTC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and TWTC will pay to AM-IN all demonstrable costs as set forth above. Any request by TWTC for AM-IN to proceed with a Request received after the thirty (30) calendar day window will require TWTC to submit a new BFR.

- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AM-IN shall provide to TWTC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, TWTC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AM-IN for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the General Terms and Conditions. If AM-IN does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. TWTC shall be responsible to reimburse AM-IN for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by TWTC).
- 5.2.12 Unless TWTC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Agreement.

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6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to AM-IN's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) 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, AM-IN offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. TWTC access to the NID is offered as specified below.
- 6.2 AM-IN will permit TWTC to connect its local loop facilities to End Users' premises wiring through AM-IN's NID, or at any other technically feasible point.

- 6.3 TWTC may connect to the End User's premises wiring through the AM-IN NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by TWTC will be performed by AM-IN based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. AM-IN, at the request of TWTC, will disconnect the AM-IN local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, TWTC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AM-IN's NID where necessary.
- 6.5 The AM-IN NIDs that TWTC uses under this Appendix will be existing NIDs installed by AM-IN to serve its End Users.
- 6.6 TWTC shall not attach to or disconnect AM-IN's ground. TWTC shall not cut or disconnect AM-IN's loop from the NID and/or its protector. TWTC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an AM-IN Central Office and the loop demarcation point at an End User premise. 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 by AM-IN. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in AM-IN wire centers. TWTC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing:
- 7.2.1 2-Wire Analog Loop
- 7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If TWTC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) AM-IN will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to TWTC. If, however, no spare unbundled loop is available, AM-IN will within two (2) business days, excluding weekends and holidays, of TWTC's request, notify TWTC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AM-IN Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with AM-IN's processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 AM-IN will provide sub-loop elements as unbundled network elements as set forth in this Appendix.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from AM-IN's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in AM-IN'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.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

- 8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and TWTC to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and TWTCs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
- 8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **AM-IN** will offer the following subloop types:

- 8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Subloops are not available for combination by AM-IN with any Unbundled Network Elements or service.

8.5 Subloops are provided “as is” unless TWTC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- § the Main Distributing Frame (MDF),
- § the Terminal (underground or aerial).

8.8 TWTC may request access to the following twisted-pair copper subloop segments:

FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Serving Area Interface or Feeder Distribution Interface
4. Serving Area Interface or Feeder Distribution Interface
5. Terminal
6. NID
7. *SPOI (Single Point of Interface)

TO:

- Serving Area Interface or Feeder Distribution Interface Terminal
- Terminal
- Network Interface Device
- Network Interface Device
- Stand Alone
- Stand Alone

- * Provided using the BFR Process. In addition, if TWTC requests an Interconnection Point which has not been identified, TWTC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- § any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- § the Remote Terminal (RT), only when cross-connect access is available at that RT
- § the Terminal (underground or aerial).

8.9.2 TWTC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to TWTC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AM-IN switch/testing equipment will be lost.

8.12.2 TWTC shall isolate trouble to the SBC Subloop portion of TWTC's service before reporting trouble to AM-IN.

8.12.3 AM-IN shall charge TWTC a Maintenance of Service Charge (MSC) when TWTC dispatches SBC on a trouble report and the fault is determined to be in TWTC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due AM-IN is received, TWTC may place a LSR for subloops at this location. Prices at which AM-IN agrees to provide TWTC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where TWTC has a SAA, AM-IN 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 TWTC cabling require replacement, AM-IN will provide prompt notification to TWTC for TWTC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, TWTC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AM-IN subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, AM-IN will provide to TWTC 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 TWTC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 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.

- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 TWTC will be responsible for obtaining rights of way from owners of property where AM-IN has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, TWTC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both TWTC and AM-IN to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of TWTC submitting to AM-IN 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. AM-IN will not begin any construction under the SCA until TWTC has provided proof that it has obtained necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, AM-IN will proceed with construction of the SAA upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC 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.
- 8.13.10 Upon completion of the construction activity, TWTC will be allowed to test the installation with an AM-IN technician. If TWTC desires test access to the SAA, TWTC should place its own test point in its cable prior to cable entry into AM-IN’s interconnection point.
- 8.13.11 A non-binding TWTC 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 AM-IN to properly engineer access to each SAI and to ensure AM-IN does not provide more available terminations than TWTC expects to use.

- 8.13.12 In order to maximize the availability of terminations for TWTC, TWTC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. TWTC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 8.13.13 Unused TWTC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at TWTC expense.
- 8.13.14 In the event TWTC elects to discontinue use of an existing SAA, or abandons such arrangement, TWTC shall pay AM-IN for removal of their facilities from the SAA.
- 8.14 Subloop Access Arrangement (SAA) Access Points:
- 8.14.1 SAI/FDI or Terminal
- 8.14.1.1 TWTC cable to be terminated in a AM-IN SAI/FDI, or Terminal , shall consist of 22 or 24-gauge 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. TWTC's Aerial cables should be aircore.
- 8.14.1.2 TWTC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AM-IN will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 TWTC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which AM-IN will splice to TWTC cable at the meet point.
- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AM-IN may choose to increase capacity of the SAI/FDI by the method of it's choice, for which TWTC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing TWTC to terminate it's cable at the SAI/FDI.

- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, AM-IN may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate TWTC facilities for which TWTC will be charged.
- 8.15 Relocation of Existing AM-IN/TWTC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 AM-IN shall notify CLEC of pending relocation as soon as SBC receives such notice.
- 8.15.2 CLEC shall notify AM-IN of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 AM-IN shall then provide TWTC 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 TWTC and AM-IN engineer.
- 8.15.4 TWTC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of its receipt of AM-IN's estimate.
- 8.15.5 Upon acceptance of the AM-IN estimate, TWTC shall pay at least 50% of the relocation costs at the same time as they notify AM-IN of their acceptance of estimate costs.
- 8.15.6 Should TWTC decide not to continue the SAA, TWTC will notify SBC as to the date that AM-IN may remove TWTC's facilities from that SAA. TWTC will pay AM-IN for all costs associated with the removal of TWTC's SAA.
- 8.15.7 In the event that TWTC does not respond to AM-IN in time to have their facilities relocated, AM-IN shall move TWTC facilities and submit a bill for payment to TWTC for the costs associated with the relocation. Should TWTC elect not pay this bill, then TWTC facilities will be removed from the site upon 30 days notice to TWTC.
- 8.16 RT (for DS3 Subloop):
- 8.16.1 TWTC 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 AM-IN will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 TWTC may “stub” up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which AM-IN will splice to TWTC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, AM-IN will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AM-IN will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AM-IN elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 TWTC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 AM-IN will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AM-IN will construct the engineering controlled splice, the ECS maybe owned by AM-IN or TWTC (depending on the specific arrangement) at the option of AM-IN.

9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

9.2.5 AM-IN may require a separate SCA for each remote terminal site.

9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned by AM-IN. If

an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **AM-IN** will not begin any construction of the ECS until TWTC has provided proof that it has obtained the necessary rights of way as defined in Section 9.3. In the event TWTC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **AM-IN** will proceed with construction of the ECS upon receipt from TWTC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by TWTC upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 9.3 TWTC will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 TWTC may request **AM-IN** splice the existing cabling between the ECS and the SAI to TWTC’s SAA facility. This facility will be “dedicated” to TWTC for subsequent subloop orders.

9.3.1.2 TWTC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 TWTC will compensate **AM-IN** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to TWTC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 TWTC may request **AM-IN** build an ECS cross-connect junction on which to terminate TWTC’s SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **AM-IN** cabling between the ECS and the RT and/or SAI, and the inventorying of that **AM-IN** cabling.

9.3.2.3 TWTC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling

desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

- 9.3.2.4 TWTC will compensate AM-IN for the charges incurred by AM-IN derived from TWTC's request for the SCA.

10. PACKET SWITCHING

- 10.1 AM-IN will provide TWTC unbundled packet switching if all of the following conditions are satisfied:

- 10.1.1 AM-IN has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 10.1.3 AM-IN has not permitted a requesting carrier to deploy 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 sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 10.1.4 AM-IN has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

- 11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:
- 11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- 11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- 11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
- 11.1.3.1 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;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the AM-IN switch to direct all TWTC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the AM-IN switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for AM-IN.

11.2.3 AM-IN will allow TWTC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When TWTC purchases ULS in AM-IN, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by AM-IN includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 AM-IN will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. TWTC agrees to respond to AM-IN's notifications regarding network congestion.

11.2.6 AM-IN will perform testing through ULS for TWTC in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 AM-IN will repair and restore any AM-IN equipment that may adversely impact ULS.

11.2.8 AM-IN will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 AM-IN will provide TWTC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent

that AM-IN provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At AM-IN's discretion and upon not less than ninety (90) days' written notice to TWTC, AM-IN may elect to discontinue providing ULS or to provide ULS at market prices to TWTC serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which AM-IN can demonstrate that, as of the date on which TWTC receives notice (the "Exception Notice Date"), AM-IN has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of AM-IN offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- b) In the Exception Territory where AM-IN elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to TWTC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. AM-IN may only exercise its rights to discontinue or market-price ULS under this Section for TWTC End Users involving four or more lines.

11.2.10.1 In determining whether AM-IN may exercise its rights under this Section in any particular case, TWTC shall be obligated to disclose customer account detail similar to customer service records that AM-IN provides to TWTC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude TWTC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which AM-IN may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon TWTC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. TWTC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates.

11.5 Switch Ports

11.5.1 In **AM-IN**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – AM-IN

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a TWTC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – AM-IN

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **AM-IN**.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office 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.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing.

12. **SHARED TRANSPORT**

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **AM-IN** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that TWTC subscribes to for the purpose of delivering traffic from/to TWTC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in **AM-IN**. ULS-ST is provided on a per ULS port basis.

12.1.2 **AM-IN** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further

Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).

- 12.1.3 ULS-ST permits TWTC to access the interoffice network of **AM-IN** for the origination from and completion to the associated ULS port of End User local traffic to and from **AM-IN** 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 **AM-IN** switch providing that ULS port. **AM-IN** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All TWTC’s local traffic between **AM-IN** switches will use Shared Transport and all local TWTC’s traffic to non-**AM-IN** 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.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **AM-IN** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 **AM-IN**’s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **AM-IN** network.
- 12.1.7 In providing ULS-ST, **AM-IN** will use the existing **AM-IN** routing tables contained in **AM-IN** switches, as **AM-IN** may change those tables from time to time including after TWTC purchases ULS-ST.
- 12.1.8 **AM-IN** will provide SS7 signaling on interswitch calls originating from an ULS port. TWTC will be charged for the use of the **AM-IN** signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

- 12.2.1 TWTC can only mix ULS-ST and custom routing within a **AM-IN** end office switch where TWTC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **AM-IN**’s ULS-ST ports in that **AM-IN** end office switch. If this custom routing for OS/DA is chosen in

a given AM-IN end office switch, then 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 TWTC.

12.2.2 TWTC must provide AM-IN routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where TWTC has End Users served via ULS-ST ports. TWTC will be charged by AM-IN for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 AM-IN will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by TWTC.

12.2.4 TWTC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 TWTC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by TWTC purchasing AM-IN's ULS-ST ports. SPID branding must be addressed in a separate agreement between TWTC and AM-IN.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 AM-IN will charge TWTC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 AM-IN will charge TWTC using AM-IN's Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an AM-IN end office or to/from a non-AM-IN end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing.

12.4 Reciprocal Compensation associated with ULS-ST

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, AM-IN will charge TWTC using AM-IN's ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a AM-IN end office.

12.4.3 As to ULS-ST only, TWTC will reciprocally charge AM-IN for interswitch local traffic originated from a AM-IN end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 TWTC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through AM-IN tandem switch(es) and transmission facilities, AM-IN 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 AM-IN end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 TWTC will be charged ULS-O usage charges of use for a call originating from an TWTC ULS line port or trunk port that terminates to a AM-IN end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 TWTC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which TWTC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 AM-IN will not bill ULS-T usage charges for Intraswitch calls that terminate to a TWTC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a TWTC ULS-ST port, TWTC will be charged ULS-O usage and SS7 signaling charges. If the call routes over AM-IN's shared transport network, TWTC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, AM-IN will not be required to record and will not bill actual tandem switching usage. Rather, TWTC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a TWTC ULS-ST port, TWTC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from TWTC 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.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a TWTC ULS-ST port, **AM-IN** will not charge originating access charges to TWTC or the IXC except that **AM-IN** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **AM-IN** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a TWTC ULS-ST port, **AM-IN** will not charge terminating access to TWTC or the IXC except that **AM-IN** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **AM-IN** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When TWTC uses an ULS-ST port to initiate an intraLATA 800-type call, **AM-IN** will perform the appropriate database query and will route the call to terminating **AM-IN** "Success 800" subscriber. TWTC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When TWTC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **AM-IN** "Success 800" subscriber, **AM-IN** will perform the appropriate database query and route the call to the indicated IXC. TWTC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type

call is routed using AM-IN tandem, then AM-IN will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. AM-IN will not charge originating access charges to TWTC or the IXC except that AM-IN may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen AM-IN as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as AM-IN interoffice transmission facilities dedicated to a particular TWTC that provide telecommunications between Wire Centers owned by AM-IN, or requesting TWTC, or between switches owned by AM-IN or TWTC. IOT will be provided only where such facilities exist at the time of TWTC request.

13.2 AM-IN will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular TWTC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by AM-IN or between a Wire Center or switch owned by AM-IN and a TWTC owned or provided switch.

13.3.2 AM-IN will provide Dedicated Transport as a point to point circuit dedicated to TWTC 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). AM-IN will provide higher speeds to TWTC as they are deployed in the AM-IN network. AM-IN provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two AM-IN Wire Centers.

13.3.3.2 Entrance Facility – a circuit from AM-IN serving Wire Center to TWTC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower

bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by TWTC and only where such interoffice facilities exist at the time of TWTC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **AM-IN** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by TWTC shall be subject to additional charges. When additional costs are incurred by **AM-IN** for TWTC specific diversity, **AM-IN** will advise TWTC of the applicable additional charges. **AM-IN** will not process the request for diversity until TWTC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until TWTC accepts the additional charges.

13.5 When requested by TWTC and only where such interoffice facilities exist at the time of TWTC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 **AM-IN** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by TWTC shall be subject to additional charges. When additional costs are incurred by **AM-IN** for TWTC specific diversity, **AM-IN** will advise TWTC of the applicable additional charges. **AM-IN** will not process the request for diversity until TWTC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until TWTC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 **AM-IN** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by TWTC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

- 13.7.1 **AM-IN** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by TWTC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 **THIS SECTION INTENTIONALLY LEFT BLANK**

14. DARK FIBER

- 14.1 In **AM-IN** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

- 14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. TWTC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.5.1 and 14.6.1, below.

14.2 Interoffice Dark Fiber

- 14.2.1 **AM-IN** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **AM-IN** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **AM-IN** will offer its dark fiber to TWTC when TWTC has collocation space in each **AM-IN** CO where the requested dark fibers terminate.

14.3 Loop Dark Fiber

- 14.3.1 **AM-IN** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **AM-IN** central office and an end user customer premise.

14.4 Sub-Loop Dark Fiber

- 14.4.1 **AM-IN** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **AM-IN** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, **AM-IN** shall provide to TWTC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. TWTC agrees to pay **AM-IN** appropriate rates for the engineering and other associated costs performed when TWTC submits a request to provide a written estimate for sub-loop(s).

14.4.4 At **AM-IN** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. TWTC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **AM-IN**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. TWTC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.6 Determining Spare Fibers:

14.6.1 **AM-IN** will inventory and track spare dark fibers. Spare fibers do not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- § Cables with 24 fibers and less: two maintenance spare fibers
- § Cables with 36 and 48 fibers: four maintenance spare fibers
- § Cables with 72 and 96 fibers: eight maintenance spare fibers
- § Cables with 144 fibers: twelve maintenance spare fibers
- § Cables with 216 fibers: 18 maintenance spares
- § Cables with 288 fibers: 24 maintenance spares
- § Cables with 432 fibers: 36 maintenance spares
- § Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

14.6.1.3 AM-IN growth fibers. Fibers documented as reserved by AM-IN for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AM-IN engineering organization will maintain records on each fiber optic cable for which TWTC's request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to TWTC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that TWTC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that TWTC 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, AM-IN will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.5.1 and 14.6.1 above.)

14.7.2 If TWTC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing TWTC's specific point to point (A to Z) dark fiber requirements. When TWTC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, AM-IN will notify TWTC and TWTC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to TWTC 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 TWTC submits the ASR, the ASR will be processed and the dark fiber facilities assigned pursuant to paragraph 14.6.2 for the charges which will be established as set forth in Appendix Pricing.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should TWTC not utilize the fiber strands subscribed to within the 12-month period following the date AM-IN provided the fibers, AM-IN may revoke TWTC's access to the dark fiber and recover those fiber facilities and return them to AM-IN inventory.

14.8.2 AM-IN may reclaim from TWTC's the right to use dark fiber, whether or not the dark fiber is being utilized by TWTC, upon twelve (12) months' written notice to TWTC. AM-IN will provide an alternative facility for TWTC with the same bandwidth TWTC was using prior to reclaiming the facility. AM-IN must also demonstrate to TWTC that the dark fiber will be needed to meet AM-IN's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an AM-IN approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. TWTC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.

14.9.3 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.9.3.1 TWTC may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided AM-IN has existing and available space in these locations.

14.9.3.2 TWTC have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, TWTC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the AM-IN subloop network.

14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. TWTC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.

14.9.3.4 At remote terminals, CEVs and Huts, TWTC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. TWTC may elect to place his cable, defined by

the engineer in the design phase, that **AM-IN** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

14.10.1 **AM-IN** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. TWTC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to TWTC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **AM-IN** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **AM-IN**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AM-IN**'s databases and information. **AM-IN** will provide TWTC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the **AM-IN** UNE and a TWTC designated point of access as described in various sections of this Appendix, or the media between a **AM-IN** UNE and a Collocation area for the purpose of permitting TWTC to connect the **AM-IN** UNE to other UNEs or to TWTC's own facilities. Where **AM-IN** has otherwise committed to connect one UNE to another UNE on behalf of TWTC, or to leave connected one UNE to another UNE on behalf of TWTC the cross connect is the media between one **AM-IN** UNE and another **AM-IN** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 18.2 Pricing for Sections 18.3, 18.4 and 18.5 for AM-IN is provided as set forth in Appendix Pricing.
- 18.3 The applicable Loop cross connects to point of access for the purpose of TWTC combining a AM-IN Loop with another AM-IN UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining. Unbundled Dedicated Transport to another AM-IN UNE are as follows:
- 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of TWTC combining Switch Ports to another AM-IN UNE are as follows:
- 18.5.1 Analog Line Port to UNE Connection Methods point of access
 - 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
 - 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
 - 18.5.6 The applicable cross connects for AM-IN Loop, UDT or Port UNEs are as follows:
 - 18.5.7 2-wire
 - 18.5.8 4-wire
 - 18.5.9 6-wire
 - 18.5.10 8-wire

18.5.11 DS-1

18.5.12 DS-3

18.5.13 OC-3

18.5.14 OC-12

18.5.15 OC-48

18.5.16 LT1

18.5.17 LT3

18.6 Maintenance of Elements

- 18.6.1 If trouble occurs with unbundled network elements provided by AM-IN, TWTC will first determine whether the trouble is in TWTC's own equipment and/or facilities or those of the End User. If TWTC determines the trouble is in AM-IN's equipment and/or facilities, TWTC will issue a trouble report to AM-IN.
- 18.6.2 TWTC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when TWTC reports a suspected failure of a Unbundled Network Element and AM-IN dispatches personnel to the End User's premises or an AM-IN Central Office and trouble was not caused by AM-IN'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 applicable state tariffs.
- 18.6.3 TWTC shall pay Time and Material charges when AM-IN dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AM-IN or in detariffed CPE provided by AM-IN, unless covered under a separate maintenance agreement.
- 18.6.4 TWTC 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.
- 18.6.5 If TWTC issues a trouble report allowing AM-IN access to the End User's premises and AM-IN personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time
-

that AM-IN personnel are dispatched. Subsequently, if AM-IN personnel are allowed access to the premises, these charges will still apply.

- 18.6.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AM-IN performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AM-IN performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AM-IN performed other than on a normally scheduled workday.
- 18.6.7 If TWTC requests or approves a AM-IN technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, TWTC 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.

19. RECONFIGURATION

- 19.1 AM-IN will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with 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 00-183) and with AM-IN's processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

- 20.1 AM-IN's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In

addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A**ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)**

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between AM-IN and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from AM-IN or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. CLEC A (UNE) ULS-ST port originating and AM-IN port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signalling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. AM-IN port originating and CLEC A (UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

AM-IN is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:
 ULS – T Usage

6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating

CLEC A is charged:
 ULS – T Usage

7. CLEC A (UNE) port originating and CLEC (Resale services) terminating

CLEC A is charged:
 ULS – O Usage
 Blended Transport Usage
 SS7 Signaling
 ULS-ST Reciprocal Compensation (equal to ULS-T rate)

8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating

CLEC A is charged:
 ULS – O Usage
 Blended Transport Usage
 SS7 Signaling

9. CLEC (FBN) Originating to CLEC A (UNE) Terminating

CLEC A is charged:
 ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:
 ULS – O Usage
 SS7 Signaling

If call is routed to IXC POP via AM-IN Tandem—

CLEC A is charged:

ULS – O Usage
 SS7 Signaling
 ULS-ST Common Transport Usage
 ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:

ULS – T Usage

If call is routed from IXC POP via AM-IN Tandem—

CLEC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

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APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-IN** means the applicable above listed ILEC(s) doing business in Indiana.
- 1.4 The prices at which **AM-IN** agrees to provide TWTC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 **AM-IN** –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including TWTC End User listings in **AM-IN** White Page directories as well as distribution of such directories to TWTC and/or TWTC End User's is a product offering available through a non-regulated subsidiary of **AM-IN**.

2. USE OF SUBSCRIBER LISTING INFORMATION

- 2.1 TWTC authorizes **AM-IN** to include and use the subscriber listing information provided to **AM-IN** pursuant to this Appendix in **AM-IN**'s appropriate printed WP directory and **AM-IN**'s directory assistance databases. Included in this authorization is the exchange of extended area service listings **AM-IN** provides for Independent Company directory publications and release of TWTC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **AM-IN**'s use of TWTC's subscriber listing information in **AM-IN**'s current and future directory assistance and directory assistance related products and services.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX WP**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to TWTC	Price Per Book Copy Delivered to TWTC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order
For AM-IN, please contact AAS FOR PRICING				

APPENDIX BCR

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**APPENDIX BCR
(Billing, Collecting And Remitting)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or TWTC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 **AM-IN** means an ILEC doing business in Indiana.
- 1.3 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.7 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 1.8 The prices at which **AM-IN** agrees to provide TWTC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **“Charges”** - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **“Compensation”** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **“IntraLATA”** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and

terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.5 **“InterLATA”** - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 **“Local Exchange Carrier (LEC)”** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **“Local Message”** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **“Revenues”** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
 - 3.2.5 **THIS SECTION INTENTIONALLY LEFT BLANK.**
 - 3.2.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**

- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: Paragraph 3.3 is applicable only when AM-IN is the CMDS Host Company.
- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 TWTC agrees to bill, collect and remit to AM-IN the charges for the services described in Section 3.2 which charges are earned by any LEC (including AM-IN), but which are to be billed to End Users of TWTC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than AM-IN, AM-IN will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by TWTC for AM-IN benefit, shall be remitted by TWTC to AM-IN within thirty (30) calendar days of the date of AM-IN bill to TWTC for such services.
- 4.4 AM-IN agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to TWTC, the charges for the services described in Section 3.2 above, which charges are earned by TWTC, but which are to be billed by another LEC (including AM-IN) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by AM-IN or another LEC for TWTC's benefit, shall be remitted by AM-IN to TWTC within thirty (30) calendar days of the date of TWTC's bill to AM-IN for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph,

AM-IN may net amounts due to TWTC under this Appendix against amounts owed to AM-IN when AM-IN renders a bill to TWTC hereunder.

- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 AM-IN 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. AM-IN assumes no responsibility with regard to the correctness of the data supplied by TWTC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 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 SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 AM-IN does not own a LIDB. AM-IN obtains data storage and administration for these Databases from SNET Diversified Group (SNET DG). 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 TWTC's data storage and administration of TWTC's Line Records for accounts provided using AM-IN's unbundled local switch ports Any use of the possessive in this Agreement as applied to AM-IN will not indicate ownership but shall have the relationship described in this paragraph.
- 1.3 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, AM-IN means the applicable above listed ILECs doing business in Indiana.

2. DEFINITIONS

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **"Account Owner"** means a telecommunications company, including AM-IN 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.
- 2.3 **"Personal Identification Number" (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **"Query"** means a message that represents a request to a Database for information.

- 2.5 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an AM-IN STP to the SCP where LIDB resides and back.
- 2.6 **“Validation Information”** means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 AM-IN’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide AM-IN with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. AM-IN’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, AM-IN 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 TWTC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides TWTC with the capability to access, create, modify or update TWTC’s Line Record Information in LIDB when such records are associated with TWTC’s subscriber accounts that are provided only on TWTC’s own end office switch.
- 4.2 TWTC cannot use any of the unbundled, electronic interfaces AM-IN provides under this Appendix to access any Line Records TWTC might have in AM-IN’s LIDB that are administered by a company other than TWTC. This includes, but is not limited to, AM-IN retail accounts, TWTC’s accounts administered by AM-IN based on Local Service Requests, and resold accounts.
- 4.3 Electronic Interfaces - Where available, AM-IN has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.
- 4.3.1 Service Order Entry Interface
- 4.3.1.1 The Service Order Entry Interface provides switch-based TWTCs with unbundled access to AM-IN’s LIDB administrative systems that is equivalent to AM-IN’s own service order entry process. Service Order Entry Interface allows TWTC to electronically transmit properly formatted records from TWTC’s service order process or other data source into the LIDB administrative system. AM-IN will also provide requesting CLECs that use those ILEC’s

UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

- 4.3.1.2 TWTC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide AM-IN with a security gateway for TWTC's access to the Service Order Entry Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to AM-IN's Service Order Entry Interface. TWTC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 AM-IN will provide TWTC with the file transfer protocol specifications TWTC will use to administer TWTC's data over the Service Order Entry Interface. TWTC acknowledges that transmission in such specified protocol is necessary for AM-IN to provide TWTC with Data Base Administration and Storage.
- 4.3.1.4 TWTC can choose the Service Order Entry Interface as its only unbundled electronic interface to a AM-IN's LIDB administrative system or TWTC can choose to use this interface in conjunction with the Interactive Interface that AM-IN provides under this Appendix. TWTC understands that if it chooses to use only the Service Order Entry Interface, TWTC will not have access to any data administration capabilities available solely to the Interactive Interface that TWTC has chosen not to use.
- 4.3.1.5 TWTC understands and agrees that its access to AM-IN's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to AM-IN for administration.

4.3.2 Interactive Interface

- 4.3.2.1 AM-IN will provide TWTC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**
- 4.3.2.3 TWTC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for TWTC's access to the Interactive Interface. The RAF will verify the validity of TWTC's transmissions and limit TWTC's access to the Interactive Interface and the LIDB administrative system. TWTC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

- 4.3.2.4 TWTC will use hardware and software that is compatible with the LIDB administrative system TWTC will access through the Interactive Interface.
- 4.3.2.5 TWTC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or TWTC can choose to use this interface in conjunction with the Service Order Entry Interface that AM-IN provides under this Appendix. TWTC understands and agrees that if it chooses to use only the Interactive Interface, TWTC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that TWTC has chosen not to use.

4.4 LIDB Editor Interface

- 4.4.1 LIDB Editor Interface provides TWTC with unbundled access to AM-IN's LIDB Editor that is equivalent to AM-IN's manner of access. LIDB Editor provides TWTC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. AM-IN will also provide TWTC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow TWTC to communicate with a LIDB administrative system.
- 4.4.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized AM-IN employees. TWTC will have access to such AM-IN employees only for the same purposes that AM-IN has access to LIDB Editor.
- 4.4.3 AM-IN 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.
- 4.4.4 TWTC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.4.5 When TWTC uses the LIDB Editor Interface, TWTC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to AM-IN at the time TWTC makes its update request. TWTC and AM-IN will use such documentation to resolve any update disputes regarding TWTC's use of the LIDB Editor Interface.
- 4.4.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. TWTC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method TWTC uses for its ongoing Line Record administration)

once administrative system update capability is restored. TWTC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.5 Audits

4.5.1 LIDB Audit

4.5.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.5.1.2 **AM-IN** will run the LIDB audit on a daily basis.

4.5.1.3 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.

4.5.2 Source Audit

4.5.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

4.5.2.2 The source of Account Owners' Line Records that **AM-IN** administers through a service order process will be the **AM-IN**'s billing system that maintains the LIDB data for such Account Owners.

4.5.2.3 **AM-IN** will provide TWTC with a file containing all of TWTC's Line Records in LIDB that TWTC administers through unbundled electronic interface(s). **AM-IN** will deliver such file(s) to TWTC electronically over the Service Order Entry Interface.

4.5.2.4 TWTC will use the file **AM-IN** provides in Section 4.5.2.3 to audit TWTC's LIDB accounts against TWTC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. TWTC will correct all discrepancies using the unbundled electronic interface(s) TWTC has requested under this Appendix.

4.5.2.5 AM-IN will provide TWTC with scheduled and unscheduled Source Audits as set forth following: (i) AM-IN will provide TWTC with a source audit file once per year. Such audit files will represent TWTC's entire data store of Line Records to which TWTC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) TWTC can request additional source audit files and AM-IN will work cooperatively to accommodate all reasonable TWTC requests for such additional source audit files.

4.6 LSR Process

- 4.6.1 The LSR Process allows AM-IN to create and administer TWTC's data on TWTC's behalf through a bundled service order flow. The LSR Process is only available to TWTC when TWTC is providing service to end users using AM-IN's UNE local switch ports.
- 4.6.2 The LSR Process is not an interface to the LIDB administrative system. TWTC can obtain access to AM-IN's LIDB administrative system LVAS only through the electronic unbundled interfaces AM-IN offers in Section 4.3 of this Appendix.
- 4.6.3 TWTC will not have direct access to any of its records that AM-IN administers through the LSR Process.
- 4.6.4 TWTC will provide complete information in its LSR to AM-IN so that AM-IN can populate TWTC's line record completely and accurately. If TWTC's LSR does not contain information needed to populate a data element in LIDB, AM-IN will populate such data element with AM-IN-defined default information. Such default derivation will apply to all TWTCs using the LSR Process that also omit said data element. Use of default information does not relieve TWTC of its responsibility for providing AM-IN complete and accurate information in LIDB. In the event AM-IN populates TWTC's Line Records with default information under this paragraph, AM-IN will not be responsible for any claim or damage resulting from the use of such default information, except in the event of AM-IN's gross negligence or willful misconduct.

4.7 Fraud Monitoring

- 4.7.1 AM-IN's fraud monitoring system(s) provides TWTC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. AM-IN will provide TWTC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

- 5.1 AM-IN will provide to TWTC, on request, AM-IN-specific documentation regarding record formatting and associated hardware requirements of the interfaces AM-IN provides for LIDB data administration when TWTC chooses to use such interfaces.
- 5.2 TWTC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 AM-IN will input information provided by TWTC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that TWTC will store in AM-IN's LIDB. TWTC shall provide all information needed by AM-IN to fully and accurately populate 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.
- 5.4 TWTC will furnish, prior to the initial load of TWTC's data, and as requested by AM-IN thereafter, the following forecast data:
 - 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If AM-IN, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of TWTC information, AM-IN will notify TWTC of its intent to not provide to TWTC the Services under this Appendix and this Appendix will be void.
- 5.6 TWTC may submit updated or changed forecasts due to unforeseen events at any time and AM-IN encourages TWTC to submit such forecasts as soon as practical. AM-IN may request revised forecasts, but no more frequently than every six (6) months and then only if AM-IN has reason to believe there may be significant error in TWTC's latest forecast.
- 5.7 TWTC will furnish all Line Records and Group Records in a format required by AM-IN to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

- 5.8 TWTC is solely responsible for all Line Records for which TWTC is the Account Owner. This includes all data, data administration, Line Records that TWTC creates, Line Records that AM-IN creates on TWTC's behalf, or Line Records that are transferred to TWTC as a result of TWTC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which TWTC can directly administer its Line Records in AM-IN's LIDB.
- 5.10 If TWTC resells the services associated with its Line Records to a third party, and those Line Records remain in an AM-IN's LIDB, TWTC will administer those records through the unbundled electronic interfaces AM-IN offers in 4.3.1 through 4.3.2 of this Appendix, so that companies that query the AM-IN's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 TWTC will administer its data in AM-IN's LIDB in such a manner that AM-IN's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 TWTC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If TWTC has operational unbundled electronic interfaces and TWTC has chosen to create its own records in LIDB, TWTC will create its records within twenty-four (24) hours of AM-IN'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.
- 5.14 If TWTC administers its Line Records directly through unbundled electronic interfaces and TWTC does not provide service using an AM-IN's UNE local switching port, TWTC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. TWTC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 TWTC will also delete Line Records from AM-IN's LIDB when TWTC migrates Line Record from an AM-IN's LIDB to another LIDB or LIDB-like Database unless TWTC otherwise arrange with AM-IN to delete such records on TWTC's behalf.
- 5.16 THIS SECTION INTENTIONALLY LEFT BLANK.
- 5.17 AM-IN will provide the capability needed to perform query/response functions on a call-by-call basis for TWTC's Line Records residing in an AM-IN LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with AM-IN's standard operating methods and procedures and shall observe

the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in AM-IN practices. The Parties acknowledge that AM-IN may change those practices from time to time.

- 5.19 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 AM-IN's LIDB is the responsibility of AM-IN. TWTC acknowledges and agrees that AM-IN, in its role as system administrator, may need to access any record in LIDB, including any such records administered by TWTC over unbundled electronic interfaces. AM-IN will limit such access to those actions necessary to ensure the successful operation and administration of AM-IN's SCP and LIDB.
- 5.20 If TWTC creates its Line Records directly through unbundled electronic interfaces, TWTC 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. TWTC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if TWTC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 AM-IN will, at its sole discretion, allow or negotiate any access to an AM-IN's LIDB. TWTC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an AM-IN's LIDB. TWTC acknowledges that when AM-IN allows an entity to access AM-IN's LIDB, such query originators will also have access to TWTC's data that is also stored in such AM-IN's LIDB.

6. BILLING

- 6.1 If AM-IN provides TWTC with compensation for data access as set forth in Section 7, AM-IN will provide such data, as is reasonably necessary, to enable TWTC to substantiate Query volumes of TWTC Line Records residing in AM-IN's LIDB.
- 6.2 When AM-IN or a third party queries TWTC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, TWTC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 TWTC will bill the appropriate charges to its End Users, on behalf of AM-IN or a third party.
- 6.2.2 TWTC will provide to AM-IN or the third party all necessary billing information needed by AM-IN or the third party to bill the End User directly.
- 6.3 TWTC understands that if TWTC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including AM-IN, may choose to deny services to TWTC's subscribers.

7. COMPENSATION OPTION

7.1 TWTC may elect to receive compensation from AM-IN for access to TWTC's data in AM-IN's LIDB only as set forth in this Section, Section 7, of this Appendix. AM-IN offers the terms of Section 7 as a package and such terms are contingent upon TWTC's acceptance of market prices for Query access set forth in Sections 7.2. as applicable. AM-IN will not provide compensation to TWTC for access of TWTC's data in AM-IN's LIDB other than via this Compensation Option.

7.1.1 AM-IN

7.1.1.1 Validation Query \$0.017228 per Query

7.1.1.2 CNAM Query \$0.012 per Query

7.1.1.3 Query Transport \$.00012 per Query

7.2 Based upon the prices set forth in Sections 7.1.1 above, AM-IN will credit TWTC for each query against TWTC's non-resold Line Records in AM-IN's LIDB as set forth in this Section.

7.2.1 AM-IN

7.1.1.4 Validation \$.0025 per Query

7.1.1.5 CNAM \$.005 per Query

7.1.1.6 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, AM-IN will credit customer \$.006 per Query.

7.1.1.7 During the month when CNAM Queries to TWTC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, AM-IN will credit customer \$.007 per Query.

8. PRICE AND PAYMENT

8.1 AM-IN will charge TWTC \$2.00 for every Line Record update it accepts from TWTC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

- 10.1 In addition to any other limitations of liability set forth in this Agreement, AM-IN will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction 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 AM-IN. Any such losses or damages for which AM-IN is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time AM-IN receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, AM-IN will not be liable for any losses or damages arising out of AM-IN's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, TWTC agrees to release, indemnify, defend, and hold harmless AM-IN from any and all claims, demands, or suits brought by a third party against AM-IN, directly or indirectly, arising out of AM-IN's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which AM-IN is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless AM-IN from any and all claims, demands, or suits brought by a third party against AM-IN, directly or indirectly arising out of AM-IN's administration of AM-IN'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 AM-IN is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend, and hold harmless AM-IN from any and all claims, demands, or suits brought by a third party against AM-IN, directly or indirectly, arising out of TWTC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, TWTC further agrees to release, indemnify, defend and hold harmless AM-IN from any and all claims, demands, or suits brought by a third party against AM-IN, directly or indirectly, arising out of TWTC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 AM-IN 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 SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, AM-IN ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY TWTC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 AM-IN does not own a LIDB. AM-IN obtains these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to TWTC's Query access of AM-IN's data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between TWTC and SNET DG. Any use of the possessive in this Agreement as applied to AM-IN will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, AM-IN means the applicable above listed ILECs doing business in Indiana.

2. DEFINITIONS

- 2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **"Account Owner"** means a telecommunications company, including AM-IN that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **"Query"** means a message that represents a request to a Database for information.

- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an AM-IN Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an AM-IN STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides TWTC with certain line information that TWTC may use to facilitate completion of calls or services. AM-IN provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
 - 3.1.1 Tariff FCC No. 2 (applicable only to AM-IN)
- 3.2 AM-IN will provide access to its CNAM Database after May 17, 2000. CNAM Query allows TWTC to retrieve the name associated with a calling number for use in TWTC’s Calling Name Delivery Service (CNDS).
- 3.3 All TWTC CNAM Queries to AM-IN’s 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. TWTC acknowledges that such subsystem number and translation type values are necessary for AM-IN to properly process Queries to its CNAM Database.
- 3.4 TWTC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of AM-IN’s CCS/SS7 network. TWTC further agrees that AM-IN, at its sole discretion, shall employ certain automatic and/or manual overload controls within AM-IN’s CCS/SS7 network to guard against these detrimental effects. AM-IN will report to TWTC any instances where overload controls are invoked due to TWTC’s CCS/SS7 network and TWTC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to AM-IN initiating service under this Appendix, TWTC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, AM-IN, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to TWTC, AM-IN shall notify TWTC of AM-IN’s intent not to provide the services

under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to AM-IN.

- 3.6 TWTC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. TWTC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 TWTC understands that access to AM-IN's LIDB and/or CNAM Database may not provide TWTC with access to all of the data of all Account Owners in AM-IN's LIDB and/or CNAM Database. When a region in AM-IN implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict TWTC from accessing their data. TWTC understands that AM-IN will comply with Account Owners' requests to so limit or restrict their data. Should TWTC desire access to any restricted Account Owner's LIDB Information, TWTC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between TWTC and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in AM-IN's LIDB and/or CNAM Database; accordingly AM-IN is not responsible for the accuracy or completeness of those Line Records. TWTC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 AM-IN provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for TWTC's activities on behalf of TWTC's local service customers where AM-IN is the incumbent local exchange carrier. TWTC agrees that any use of AM-IN's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by TWTC outside of the area where AM-IN is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 TWTC will pay AM-IN a per-Query rate for each Query initiated into AM-IN's LIDB and/or CNAM Database. TWTC will also pay AM-IN a per-Query Transport Rate for each Validation and OLNS Query initiated into AM-IN's LIDB and for each CNAM Query initiated into AM-IN's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 TWTC will pay a Service Establishment Nonrecurring Charge for each point code TWTC requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

- 4.3 TWTC 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, and/or CNAM Query in AM-IN. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 TWTC will make payment to AM-IN for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 AM-IN will record usage information for TWTC's LIDB Service Queries and/or CNAM Queries terminating to AM-IN's LIDB. AM-IN will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 TWTC will notify AM-IN when TWTC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 AM-IN will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when TWTC uses a single OPC to originate Queries to AM-IN's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support TWTC's CLEC operations within AM-IN's incumbent serving areas and when such Queries support other uses of TWTC's service platforms.
- 4.10 If TWTC operates in more than one (1) State in AM-IN's incumbent region(s), AM-IN will apply company-level rates to the LIDB Services and/or CNAM Query provided to TWTC under this Agreement. AM-IN will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 **THIS SECTION INTENTIONALLY LEFT BLANK.**
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4.11.6 **THIS SECTION INTENTIONALLY LEFT BLANK.**

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in AM-IN's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. TWTC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, TWTC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. TWTC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. TWTC may not store for future use any non-TWTC data that TWTC access from AM-IN's LIDB. AM-IN agrees that TWTC may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate TWTC's facilities usage needs, and for engineering, capacity, and network planning. TWTC agrees that AM-IN may use statistics for the same purposes. TWTC may aggregate individual LIDB statistics regarding the number of TWTC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. TWTC will only publish such statistics in aggregate form and will ensure that the all non-TWTC names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in AM-IN's LIDB and/or CNAM Database is protected from unauthorized access and TWTC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

- 5.4 TWTC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from AM-IN's LIDB and/or CNAM Database.
- 5.5 If TWTC acts on behalf of other carriers, TWTC 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 AM-IN's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel AM-IN or TWTC to terminate the Appendix, AM-IN and TWTC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall AM-IN have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

- 7.4 AM-IN is furnishing access to its LIDB and/or CNAM Database to facilitate TWTC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While AM-IN agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. TWTC acknowledges that AM-IN can furnish Line Record information only as accurate and current as the information has been provided to AM-IN for inclusion in its LIDB and/or CNAM Database. Therefore, AM-IN, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to TWTC or to TWTC's Query originating carrier customers except for such inaccuracies caused by AM-IN's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO TWTC BY AM-IN HEREUNDER SHALL BE PROVIDED "AS IS". AM-IN MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, AM-IN IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH TWTC'S OR TWTC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 TWTC acknowledges that AM-IN's 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. TWTC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, AM-IN, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in AM-IN's Calling Name Database and provided to TWTC or TWTC's query-originating carrier customers, except for such content related

claims, damages, or actions resulting from AM-IN's willful misconduct or gross negligence.

- 7.7 TWTC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 TWTC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. TWTC agrees not to attempt to obtain the caller's name information by originating a Query to AM-IN's 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. TWTC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, AM-IN, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by TWTC or TWTC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and TWTC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold AM-IN harmless from and defend and indemnify AM-IN for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from TWTC's or TWTC'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 AM-IN's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from AM-IN shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 TWTC agrees to make its Line Record Information available to AM-IN. Should TWTC store its Line Record information in a database other than AM-IN's, TWTC will make such Information available to AM-IN through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between AM-IN and the database provider. AM-IN agrees to negotiate in good faith to reach such an agreement. If AM-IN 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, TWTC acknowledges that such TWTC Line Record information will be unavailable to any customer, including any TWTC's customer, that is served by AM-IN's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
<u>UNBUNDLED NETWORK ELEMENTS</u>						
<u>Unbundled Loops</u>						
	2-Wire Analog - Rural (Rate Class 1)		\$	8.99	See NRC prices below	
	2-Wire Analog - Suburban (Rate Class 2)		\$	8.15	See NRC prices below	
	2-Wire Analog - Metro (Rate Class 3)		\$	8.03	See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Rate Class 1)		\$	20.34	See NRC prices below	
	4-Wire Analog - Suburban (Rate Class 2)		\$	19.53	See NRC prices below	
	4-Wire Analog - Metro (Rate Class 3)		\$	19.55	See NRC prices below	
	2-Wire Digital - Rural (Rate Class 1)		\$	10.32	See NRC prices below	
	2-Wire Digital - Suburban (Rate Class 2)		\$	9.86	See NRC prices below	
	2-Wire Digital - Metro (Rate Class 3)		\$	9.87	See NRC prices below	
	4-Wire Digital - Rural (Rate Class 1)		\$	51.07	See NRC prices below	
	4-Wire Digital - Suburban (Rate Class 2)		\$	38.48	See NRC prices below	
	4-Wire Digital - Metro (Rate Class 3)		\$	38.48	See NRC prices below	
	DS3 Loop - Rural (Rate Class 1)		\$	623.41	See NRC prices below	
	DS3 Loop - Suburban (Rate Class 2)		\$	620.27	See NRC prices below	
	DS3 Loop - Metro (Rate Class 3)		\$	545.55	See NRC prices below	
<u>DSL Capable Loops</u>						
	2-Wire Digital Loop ISDN/IDSL					
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 1- Rural	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 2- Suburban	See 2-Wire Digital		See NRC prices below	
		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 3 - Metro	See 2-Wire Digital		See NRC prices below	
	2-Wire xDSL Loop					
		PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
		PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
	4-Wire xDSL Loop					
		PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	\$	20.34	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	\$	19.53	See NRC prices below	
		PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	\$	19.55	See NRC prices below	
<u>IDSL Capable Loop</u>						
	IDSL Loop Class 1 - Rural		\$	10.32	See NRC prices below	
	IDSL Loop Class 2 - Suburban		\$	9.86	See NRC prices below	
	IDSL Loop Class 3 - Metro		\$	9.87	See NRC prices below	
	HFPL Loop					
*		HFPL Loop - Rate Class 1- Rural	\$	4.50	N/A	N/A
*		HFPL Loop - Rate Class 2- Suburban	\$	4.08	N/A	N/A
*		HFPL Loop - Rate Class 3- Metro	\$	4.02	N/A	N/A
	Loop Qualification Process					
		Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A

Page 4761374To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
INDIANA
Rates
03/18/02

APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Loop Qualification Process - Manual	N/A		TBD	N/A
		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
		HFPL Splitter				
*		SBC owned splitter--line at a time	\$ 0.76		N/A	N/A
		DSL Conditioning Options - >12KFT and < 17.5KFT				
		Removal of Repeater Options	N/A		\$104.01	N/A
		Removal Bridged Tap Option	N/A		\$351.42	N/A
		Removal of Load Coil	N/A		\$372.45	N/A
		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
		Removal of Repeater Options	N/A		\$127.66	N/A
		Removal Bridged Tap Option	N/A		\$296.67	N/A
		Removal of Load Coil	N/A		\$486.80	N/A
		DSL Loop Conditioning - Removal of Bridged Tap (RABT)				
		Removal of All Bridged Tap - Initial	N/A		\$549.92	
		(xDSL loops from 12,000 to 17,500 feet in length for excessive and 0 to 17,500 Feet in length for Non-Excessive)				
		Removal of Non-Excessive Bridged Tap - Initial	N/A		\$212.42	
		(xDSL Loops from 0 to 17,500 feet in Length)				
		Removal of All Bridged Tap (RABT) > 17,500ft (per occurrence) - Incremental	N/A		\$212.42	
		(xDSL loops greater than 17,500ft in length)				
		Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental	N/A		\$212.42	
		(xDSL loops greater than 17,500ft in length)				
Loop Non-Recurring Charges (Excluding DS3)						
		Bus Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
		Bus Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
		Bus Line Connection	N/A		\$ 29.33	N/A
		Res Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
		Res Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
		Res Line Connection	N/A		\$ 29.33	N/A
*		HFPL Service Order Charge	N/A		\$14.57	N/A
DS3 Loop Non-Recurring Charges						
		Administrative	N/A		\$ 169.41	N/A
		Design & Central Office	N/A		\$ 525.79	N/A
		Customer Connection	N/A		\$ 187.37	N/A
SUB-LOOPS						
		CO to ECS sub-loop				
		2 Wire Analog - Rate Group 3	\$ 4.43		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 4.59		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 9.53		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 11.87		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 12.32		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 21.34		See NRC prices below	
		2 Wire DSL - Rate Group 3	TBD		See NRC prices below	
		2 Wire DSL - Rate Group 2	TBD		See NRC prices below	
		2 Wire DSL -Rate Group 1	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 3	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 2	TBD		See NRC prices below	
		4 Wire DSL - Rate Group 1	TBD		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	\$ 8.63		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	\$ 9.02		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	\$ 24.75		See NRC prices below	
		CO to RT sub-loop				
		4 Wire DS1 Compatible - Rate Group 3	\$ 38.47		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 2	\$ 47.32		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 1	\$ 73.91		See NRC prices below	
		DS3 Compatible subloop - Rate Group 3	\$ 539.67		See NRC prices below	
		DS3 Compatible subloop - Rate Group 2	\$ 611.53		See NRC prices below	
		DS3 Compatible subloop - Rate Group 1	\$ 614.35		See NRC prices below	
		CO to SAI Sub-Loop				
		2 Wire Analog - Rate Group 3	\$ 6.09		See NRC prices below	

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		2 Wire Analog - Rate Group 2	\$ 5.85		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 9.48		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 15.17		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 14.82		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 21.20		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 6.85		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 6.42		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 8.17		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 13.39		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 12.53		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 15.98		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	\$ 9.21		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	\$ 9.22		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	\$ 17.81		See NRC prices below	
		CO to Terminal sub-loop				
		2 Wire Analog - Rate Group 3	\$ 10.07		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 10.57		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 14.33		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 23.17		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 24.26		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 30.88		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 12.70		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 11.13		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 13.02		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 21.40		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 21.97		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 25.66		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	\$ 13.19		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	\$ 13.94		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	\$ 22.66		See NRC prices below	
		ECS to SAI sub-loop				
		2 Wire Analog - Rate Group 3	\$ 1.73		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 1.24		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 3.17		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 3.44		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 2.48		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 6.32		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 1.73		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 1.24		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 3.17		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 3.44		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 2.48		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 6.32		See NRC prices below	
		ECS to Terminal sub-loop				
		2 Wire Analog - Rate Group 3	\$ 5.71		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 5.95		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 8.02		See NRC prices below	
		4 Wire Analog - Rate group 3	\$ 11.45		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 11.92		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 15.99		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 5.71		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 5.95		See NRC prices below	
		2 Wire DSL - Rate group 1	\$ 8.02		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 11.45		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 11.92		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 15.99		See NRC prices below	
		ECS to NID sub-loop				
		2 Wire Analog - Rate group 3	\$ 6.47		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 6.72		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 8.75		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 12.93		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 13.46		See NRC prices below	
		4 Wire Analog - Rate group 1	\$ 17.51		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 6.47		See NRC prices below	
		2 Wire DSL - Rate group 2	\$ 6.72		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 8.75		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 12.93		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 13.46		See NRC prices below	

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		4 Wire DSL - Rate Group 1	\$ 17.51		See NRC prices below	
		SAI to Terminal sub-loop				
		2 Wire Analog - Rate group 3	\$ 4.85		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 5.56		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 5.90		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 9.75		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 11.13		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 11.77		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 4.85		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 5.56		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 5.90		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 9.75		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 11.13		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 11.77		See NRC prices below	
		SAI to NID sub-loop				
		2 Wire Analog - Rate group 3	\$ 5.60		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 6.33		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 6.65		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 11.24		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 12.65		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 13.26		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 5.60		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 6.33		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 6.65		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 11.24		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 12.65		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 13.26		See NRC prices below	
		Terminal to NID sub-loop				
		2 Wire Analog - Rate Group 3	\$ 1.23		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 1.22		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 1.22		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 2.49		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 2.48		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 2.43		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 1.23		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 1.22		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 1.22		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 2.49		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 2.48		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 2.43		See NRC prices below	
		NID sub-loop element				
		2 Wire Analog - Rate Group 3	\$ 0.16		See NRC prices below	
		2 Wire Analog - Rate Group 2	\$ 0.16		See NRC prices below	
		2 Wire Analog - Rate Group 1	\$ 0.16		See NRC prices below	
		4 Wire Analog - Rate Group 3	\$ 0.32		See NRC prices below	
		4 Wire Analog - Rate Group 2	\$ 0.32		See NRC prices below	
		4 Wire Analog - Rate Group 1	\$ 0.32		See NRC prices below	
		2 Wire DSL - Rate Group 3	\$ 0.16		See NRC prices below	
		2 Wire DSL - Rate Group 2	\$ 0.16		See NRC prices below	
		2 Wire DSL - Rate Group 1	\$ 0.16		See NRC prices below	
		4 Wire DSL - Rate Group 3	\$ 0.32		See NRC prices below	
		4 Wire DSL - Rate Group 2	\$ 0.32		See NRC prices below	
		4 Wire DSL - Rate Group 1	\$ 0.32		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 3	\$ 0.16		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 2	\$ 0.16		See NRC prices below	
		2 Wire ISDN Compatible - Rate Group 1	\$ 0.16		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 3	TBD		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 2	TBD		See NRC prices below	
		4 Wire DS1 Compatible - Rate Group 1	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 3	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 2	TBD		See NRC prices below	
		DS3 Compatible subloop - Rate Group 1	TBD		See NRC prices below	
		Sub-Loop Non-Recurring Charges				
		2-Wire Analog Sub-Loop			\$ 185.80	
		4-Wire Analog Sub-Loop			\$ 186.65	
		2-Wire xDSL Digital Sub-Loop			\$ 214.54	
		4-Wire xDSL Digital Sub-Loop			\$ 218.09	
		2-Wire ISDN Digital Sub-Loop			\$ 236.77	

Page 4791374To be determined
NRO -Nonrecurring only
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AMERITECH
TELEPHONE COMPANY
INDIANA
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APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	412.90
		DS3 Sub-Loop			\$	544.35
		Service Order Charge				
		Establish, per occasion			\$	14.57
		Add or change, per occasion			\$	14.57
		Line Connection Charge				
		per occasion			\$	29.33
<u>DSL Cross Connects</u>						
*		HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.32	\$	107.88 N/A
*		HFPL Cross Connect - CLEC Owned Integrated	\$	0.32	\$	107.88 N/A
*		HFPL Cross Connect - SBC Owned	\$	0.32	\$	107.88 N/A
		The price assumes all Central Office cross-connects required to provision the HFPL product				
<u>HFPL OSS Charge</u>						
*		HFPL OSS Charge - per line	\$	0.76	N/A	N/A
<u>HFPL LST</u>						
		Line & Station Transfer(LST)		N/A	TBD	TBD
<u>Loop Cross Connects</u>						
		DS3 C.O. Cross-Connect to Collocation	\$	19.14	N/A	N/A
<u>Unbundled Local Switching</u>				<u>USAGE</u>		
		ULS Usage, per Originating or Terminating MOU (statewide)	\$	0.003444	N/A	NA
				<u>PER MESSAGE</u>		
		Daily Usage Feed (DUF), per message	\$	0.000790		
		Customized Routing, per Line Class Code, per switch		NA	\$	186.07 NA
		Billing Establishment, per CLEC, per switch		NA	\$	138.12 NA
		Service Coordination Fee, per CLEC bill, per switch	\$	0.88	N/A	NA
<u>Unbundled Local Switching with Shared Transport</u>				<u>USAGE</u>		
		ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$	0.000879	NA	NA
		ULS-ST Blended Transport MOU	\$	0.000981	NA	NA
		ULS-ST Reciprocal Compensation MOU	\$	0.000879	NA	NA
		ULS-ST Common Transport MOU	\$	0.000660	NA	NA
		ULS-ST Tandem Switching MOU	\$	0.000232	NA	NA
				<u>PER MESSAGE</u>		
		SS7 Signaling Transport associated with ULS-ST	\$	0.000257	N/A	NA
		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA	\$	112.30 NA
<u>Port Charge Per Month</u>						
		Analog Line Port	\$	5.34	\$	44.01 N/A
		Ground Start Port	\$	5.77	\$	44.01 N/A
		Analog DID Trunk Port	\$	10.69	\$	44.01 N/A
		ISDN BRI Port	\$	27.54	\$	44.01 N/A
		ISDN PRI Port	\$	122.03	\$	662.01 N/A
		Digital Trunking Trunk Port	\$	86.13	\$	662.01 N/A
		DS1 Trunk Port	\$	77.39	\$	662.01 N/A
		Centrex Basic Line Port	\$	9.61	\$	44.01 N/A
		Centrex ISDN BRI Port	\$	45.03	\$	44.01 N/A
		Centrex EKL Line Port	\$	28.09	\$	44.01 N/A
		Centrex Attendant Console Line Port	\$	88.62	\$	88.00 N/A
<u>Port Non-Recurring Charges</u>						
		Service Order - Line Port, per occasion		NA	\$	14.14 N/A
		Service Order - Trunk Port, per occasion		NA	\$	324.65 N/A
		Service Order - Record Order, per occasion		NA	\$	12.55 N/A
		Conversion from one port type to another, per each port changed		NA	\$	39.98 N/A
<u>Cross Connects</u>						
	2-Wire		\$	0.14	NA	NA
	4-Wire		\$	0.26	NA	NA
	6-Wire		\$	0.40	NA	NA
	8-Wire		\$	0.53	NA	NA

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To be determined
NRO -Nonrecurring only
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AMERITECH
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INDIANA
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APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

		AIT Generic Rates			
INDIANA		AIT RECURRING		AIT NON-REC.	
		Monthly			
DS1/LT1		\$ 0.36		NA	NA
DS3/LT3		\$ 0.66		NA	NA
OC3		\$ 64.68		NA	NA
OC12		\$ 340.96		NA	NA
OC48		\$ 752.06		NA	NA
<u>Tandem Switching</u>					
per minute of use (without Tandem Trunks)		\$ 0.000307		NA	NA
<u>Dedicated Transport</u>					
Entrance Facility:					
DS1	Zone 1	\$ 38.48		NA	NA
	Zone 2	\$ 38.48		NA	NA
	Zone 3	\$ 51.07		NA	NA
DS3	Zone 1	\$ 506.05		NA	NA
	Zone 2	\$ 506.05		NA	NA
	Zone 3	\$ 665.80		NA	NA
OC3	All Zones	\$ 227.86		NA	NA
OC12	All Zones	\$ 376.90		NA	NA
OC48	All Zones	\$ 1,618.11		NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 11.10		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 1.65		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 106.79		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 28.62		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 253.39		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 185.74		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 430.24		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 335.19		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 956.83		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 284.15		NA	NA
<u>Multiplexing</u>					
DS1 to Voice Grade		\$ 197.61		NA	NA
DS3 to DS1		\$ 260.24		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 410.09		NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$ 88.52		NA	NA
	- Per DS1 Add or Drop	\$ 27.34		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 460.47		NA	NA
	Add/Drop Function				
	- Per OC3 Add or Drop	\$ 123.31		NA	NA
	- Per DS3 Add or Drop	\$ 26.74		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 517.05		NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 242.27		NA	NA
	- Per OC3 Add or Drop	\$ 111.96		NA	NA
	- Per DS3 Add or Drop	\$ 38.32		NA	NA
<u>Dedicated Transport Cross Connects</u>					
DS1		\$ 0.36		NA	NA
DS3		\$ 0.66		NA	NA
OC3		\$ 64.68		NA	NA
OC12		\$ 340.96		NA	NA
OC48		\$ 752.06		NA	NA
<u>Dark Fiber</u>					
Dark Fiber Interoffice					
	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$60.56		NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.01768		NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$2.22		NA	NA
Dark Fiber Loop					
	Dark Fiber Loop Termination (Per Termination per Fiber)	\$10.40		NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)	\$0.00156		NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)	\$1.79		NA	NA
Inquiry (Per Request)					

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APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Dark Fiber Loop - NRC	NA		\$60.81	NA
		Dark Fiber Sub-Loop - NRC	NA		\$60.81	NA
		Dark Fiber Interoffice Transport - NRC	NA		\$284.68	NA
		FIRM ORDER (Per Fiber Strand)				
		Administrative per Order				
		Connect	NA		\$9.92	NA
		Disconnect	NA		\$8.78	NA
		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
		Connect	NA		\$276.79	NA
		Disconnect	NA		\$76.07	NA
		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
		Connect	NA		\$279.99	NA
		Disconnect	NA		\$69.54	NA
		Dark Fiber Interofcice Transport - NRC				
		Connect	NA		\$348.47	NA
		Disconnect	NA		\$139.55	NA
Digital Cross-Connect System						
		DCS Port Charge				
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
		DCS Establishment Charge	ICB		ICB	NA
		Database Modification Charge	ICB		ICB	NA
		Reconfiguration Charge	ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
		On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 351.64	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 35.02		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 35.02		\$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	\$ 35.02		NA	NA
		- (2) Per Quarter Route Mile	\$ 41.42		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 173.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 173.21		\$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	\$ 173.21		NA	NA
		- (2) Per Quarter Route Mile	\$ 37.50		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 650.94		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 650.94		\$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	\$ 650.94		NA	NA
		- (2) Per Quarter Route Mile	\$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		\$ 322.47	NA
		Design & Central Office Connection Charge - Per Circuit	NA		\$ 527.99	NA
		Carrier Connection Charge - Per Order	NA		\$ 458.62	NA
	DS3	Administration Charge - Per Order	NA		\$ 251.64	NA
		Design & Central Office Connection Charge - Per Circuit	NA		\$ 562.86	NA
		Carrier Connection Charge - Per Order	NA		\$ 305.85	NA
	OC3	Administration Charge - Per Order	NA		\$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
	OC12	Administration Charge - Per Order	NA		\$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
	OC48	Administration Charge - Per Order	NA		\$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
Line Information Database - LIDB			USAGE			
		Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
		Query Transport (Regional STP Access Validation)	\$ 0.000017	(per query)	NA	NA
		Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
		Query Transport (Local STP Access Validation)	\$ 0.000148	(per query)	NA	NA

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To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
INDIANA
Rates
03/18/02

APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

		AIT Generic Rates		
INDIANA		AIT RECURRING	AIT NON-REC.	
		Monthly		
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009942 (per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009942 (per query)	NA	NA
	Service Order Cost	NA	\$ 25.00	NA
	Service Establishment Charge	NA	NA	NA
	LIDB Data Storage & Administration			
	Manual Update	NA	\$ 2.00 (Per Update	
	800 Database	USAGE		
	Toll Free Database Query (Regional STP Access)	\$ 0.001080 (per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000134 (per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001211 (per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000265 (per query)		
	SS7			
	SS7 Links - Cross Connects			
	STP to Collocators Cage - DS0	See Dedicated Transport		
	STP to Collocators Cage- DS1	See Dedicated Transport		
	STP to SWBT MDF - DS0	See Dedicated Transport		
	STP to SWBT DSX Frame-DS1	See Dedicated Transport		
	SS7 Links			
	STP Access Connection - 1.544 Mbps	See Dedicated Transport		
	STP Access Link - 56 Kbps	See Dedicated Transport		
	STP Port	\$ 288.78	\$ 617.01	N/A
	SS7 Signalling	USAGE		
	Signal Switching/IAM msg	\$ 0.000155		
	Signal Transport/IAM msg	\$ 0.000085		
	Signal Formulation/IAM msg	\$ 0.000124		
	Signal Tandem Switching/IAM msg	\$ 0.000324		
	Signal Switching/TCAP msg	\$ 0.000125		
	Signal Transport/TCAP msg	\$ 0.000057		
	Signal Formulation/TCAP msg	\$ 0.000284		
	Point Code Addition	N/A	\$ 21.38	N/A
	Global Title Translation Addition	N/A	\$ 11.49	N/A
	Record			
	Disconnect			
	Unbundled Switch Port - Vertical Features			
	Analog Line Port Features (per feature per port):			
	Call Waiting	\$ -	NA	
	Call Forwarding Variable	\$ -	NA	
	Call Forwarding Busy Line	\$ -	NA	
	Call Forwarding Don't Answer	\$ -	NA	
	Three-Way Calling	\$ -	NA	
	Speed Calling - 8	\$ -	NA	
	Speed Calling - 30	\$ -	NA	
	Auto Callback/Auto Redial	\$ -	NA	
	Distinctive Ring/Priority Call	\$ -	NA	
	Selective Call Rejection/Call Blocker	\$ -	NA	
	Auto Recall/Call Return	\$ -	NA	
	Selective Call Forwarding	\$ -	NA	
	Calling Number Delivery	\$ -	NA	
	Calling Name Delivery	\$ -	NA	
	Calling Number/Name Blocking	\$ -	NA	
	Analog Line Port Features:			
	Personalized Ring (per arrangement per port)	\$ -	NA	
	Hunting Arrangement (per arrangement)	\$ -	NA	
	ISDN BRI Port Features (per B Channel, unless noted)			
	CSV/CSD per ISDN BRI port (required/provided)	\$ -		
	Basic Centrex Electronic Key Line (EKL) Features			
	Basic EKL provides:			
	Bridged Call Exclusion			
	Bridging			
	Call Forwarding Don't Answer			

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Call Forwarding Interface Busy				
		Call Forwarding Variable				
		Message Waiting Indicator				
		Speed Call (Long)				
		Speed Call (Short)				
		Three-way Conference Calling				
		Call Appearance Call Handling (CACH) EKL				
		CACH EKL includes:				
		Additional Call Offering (inherent)				
		Bridged Call Exclusion				
		Bridging				
		Call Forwarding Don't Answer				
		Call Forwarding Interface Busy				
		Call Forwarding Variable				
		Intercom				
		Key System Coverage for Analog Lines				
		Message Waiting Indicator				
		Speed Call (Long)				
		Speed Call (Short)				
		Three-way Conference Calling				
		Basic individual features:				
		Additional Call Offering				
		Call Forwarding Don't Answer				
		Call Forwarding Interface Busy				
		Call Forwarding Variable				
		Calling Number Delivery				
		Hunt Group for CSD				
		Hunt Group for CSV				
		Message Waiting Indicator				
		Secondary Only Telephone Number				
		Three Way Conference Calling				
		ISDN PRI Port Features				
		Backup D Channel				
		Calling Number Delivery				
		Dynamic Channel Allocation				
		DID #s - see Analog DID Trunk Port Features				
		Analog Trunk Port Features (per feature per port)				
		DID #s - per telephone number	\$	0.01	NA	
		DS1 Digital Trunk Port Features (per feature per port)				
		DID #s - see Analog DID Trunk Port Features				
		Unbundled Centrex System Options				
		System Initial Establishment per Serving Office - Analog Only	NA		\$ 407.35	NA
		System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 407.35	NA
		System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 407.35	NA
		System Subsequent Change per Serving Office - Analog only system	NA		\$ 58.53	NA
		System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		\$ 58.53	NA
		System Subsequent Change per Serving Office - ISDN BRI only system	NA		\$ 58.53	NA
		System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sys	NA		NA	NA
		System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sys	NA		NA	NA
		Analog Line Port (ALP) Features for Unbundled Centrex				
		Standard feature initialization per Centrex Common Block	\$	-	\$ 223.22	
		System Features (per Centrex Common Block):	\$	310.38	NA	
		Automatic Callback Calling/Business Group Callback				
		Call Forwarding Variable/Business Group Call Forwarding Variable				
		Call Forwarding Busy Line				
		Call Forwarding Don't Answer				
		Call Hold				
		Call Pickup				

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
Call Transfer - All Calls						
Call Waiting - Intragroup/Business Group Call Waiting						
Call Waiting - Originating						
Call Waiting - Terminating						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI port						
Standard feature initialization			\$	-	\$	223.22
System features (per Centrex Common Block)			\$	310.38		NA
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						
RESALE						
			RESALE DISCOUNTS			
	BUSINESS		RECURRING		NON-RECURRING	
	LOCAL EXCHANGE SERVICE					
	Business 1 Party		21.46%		21.46%	
	Business - Measured		21.46%		21.46%	
	Customer Operated Pay Telephone (COPT)		21.46%		21.46%	
EXPANDED LOCAL CALLING						
	Extended Area Service		21.46%		21.46%	
VERTICAL SERVICES						
	Anonymous Call Rejection		21.46%		21.46%	
	Repeat Dialing (Auto Redial)		21.46%		21.46%	
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		21.46%		21.46%	
	Call Blocker		21.46%		21.46%	

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
	Call Forwarding		21.46%		21.46%	
	Call Forwarding - Busy Line		21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer		21.46%		21.46%	
	Call Forwarding - Don't Answer		21.46%		21.46%	
	Automatic CallBack (Call Return)		21.46%		21.46%	
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		21.46%		21.46%	
	Call Trace		21.46%		21.46%	
	Call Waiting		21.46%		21.46%	
	Caller ID WithName (Calling Name)		21.46%		21.46%	
	Caller ID (Calling Number)		21.46%		21.46%	
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		21.46%		21.46%	
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		21.46%		21.46%	
	Remote Access to Call Forwarding (Grandfathered)		0.00%		0.00%	
	Selective Call Forwarding		0.00%		0.00%	
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		21.46%		21.46%	
	Remote Call Forwarding-Per Feature		21.46%		21.46%	
	RCF, Interstate, Interexchange		21.46%		21.46%	
	RCF, Intrastate		21.46%		21.46%	
	RCF, Interstate, International		21.46%		21.46%	
	RCF, Intrastate, Interexchange		21.46%		21.46%	
	RCF to 800		21.46%		21.46%	
	RCF Additional		21.46%		21.46%	
	Speed Calling 8		21.46%		21.46%	
	Speed Calling 30		21.46%		21.46%	
	Three Way Calling		21.46%		21.46%	
	Call Screening		21.46%		21.46%	
	Busy Line Transfer		21.46%		21.46%	
	Alternate Answer		21.46%		21.46%	
	Message Waiting - Tone		21.46%		21.46%	
	Easy Call		21.46%		21.46%	
	Prime Number Service		21.46%		21.46%	
	AMERITECH Privacy Manager		21.46%		21.46%	
	Name and Number Delivery Service		21.46%		21.46%	
	DID					
	DID		21.46%		21.46%	
	TRUNKS					
	Trunk		21.46%		21.46%	
	AIN					
	Area Wide Networking		21.46%		21.46%	
	Ameritech Switch Alternate Routing (ANSAR)		21.46%		21.46%	
	Ameritech Customer Location Alternate Routing (ACLAR)		21.46%		21.46%	
	OTHER					
	Grandfathered Services		0.00%		0.00%	
	Promotions (Greater than 90 days)		21.46%		21.46%	
	TouchTone (Business)		21.46%		21.46%	
	TouchTone (Trunk)		21.46%		21.46%	
	900/976 Call Blocking (900/976 Call Restriction)		0%		0%	
	976 (976 Information Delivery Service)		0%		0%	
	Access Services (See Access Tariff)		0%		0%	
	Additional Directory Listings		21.46%		21.46%	
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%		0%	
	Connection Services		21.46%		21.46%	
	Premise Services/Line Backer (Maintenance of Service Charges)		0%		0%	
	Shared Tenant Service		0%		0%	
	Data Services					
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.46%		21.46%	
	PBX Trunks		21.46%		21.46%	
	Mult-Service Optical Network (MON)		21.46%		21.46%	
	OCn-PTP		21.46%		21.46%	
	ADTS-E		21.46%		21.46%	
	DS0		21.46%		21.46%	

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
	DS1		21.46%		21.46%	
	DS3		21.46%		21.46%	
	ISDN					
	ISDN		21.46%		21.46%	
	DIRECTORY ASSISTANCE SERVICES		21.46%		20.29%	
	Local Operator Assistance Service		21.46%		21.46%	
	TOLL					
	TOLL		21.46%		21.46%	
	OPTIONAL TOLL CALLING PLANS					
	Optional Toll Calling Plans		21.46%		21.46%	
	CENTREX (PLEXAR)					
	Ameritech Centrex Service ACS		21.46%		21.46%	
	Ameritech Centrex Network Manager		0.00%		0.00%	
	PRIVATE LINE					
	Analog Private Lines		21.46%		21.46%	
	Private Line Channel Services		21.46%		21.46%	
	RESIDENCE		RESALE DISCOUNTS			
	LOCAL EXCHANGE SERVICE		RECURRING		NON-RECURRING	
	Life Line		0.00%		0.00%	
	Residence 1 Party		21.46%		21.46%	
	Residence Measured		21.46%		21.46%	
	EXPANDED LOCAL CALLING					
	Extended Area Service		21.46%		21.46%	
	VERTICAL SERVICES					
	Anonymous Call Rejection		21.46%		21.46%	
	Repeat Dialing (Auto Redial)		21.46%		21.46%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		21.46%		21.46%	
	Call Blocker		21.46%		21.46%	
	Call Forwarding		21.46%		21.46%	
	Call Forwarding - Busy Line		21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer		21.46%		21.46%	
	Call Forwarding - Don't Answer		21.46%		21.46%	
	Automatic Call-Back (Call Return)		21.46%		21.46%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		21.46%		21.46%	
	Call Trace		21.46%		21.46%	
	Call Waiting		21.46%		21.46%	
	Caller ID with Name (Calling Name)		21.46%		21.46%	
	Caller ID (Calling Number)		21.46%		21.46%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		21.46%		21.46%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		21.46%		21.46%	
	Remote Access to Call Forwarding (GF)		21.46%		21.46%	
	RCF, Interstate, Interexchange		21.46%		21.46%	
	RCF, Intrastate		21.46%		21.46%	
	RCF, Interstate, International		21.46%		21.46%	
	RCF, Intrastate, Interexchange		21.46%		21.46%	
	RCF to 800		21.46%		21.46%	
	RCF Additional		21.46%		21.46%	
	Selective Call Forwarding		21.46%		21.46%	
	Speed Calling 8		21.46%		21.46%	
	Three Way Calling		21.46%		21.46%	
	Call Screening		21.46%		21.46%	
	Busy Line Transfer		21.46%		21.46%	
	Alternate Answer		21.46%		21.46%	
	Message Waiting - Tone		21.46%		21.46%	
	Easy Call		21.46%		21.46%	
	AMERITECH Privacy Manager		21.46%		21.46%	
	Name and Number Delivery Service		21.46%		21.46%	

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
	ISDN					
	ISDN		21.46%		21.46%	
	DIRECTORY ASSISTANCE SERVICES		21.46%		21.46%	
	Local Operator Assistance Service		21.46%		21.46%	
	OTHER					
	Grandfathered Services		0.00%		0.00%	
	Promotions (Greater than 90 Days)		21.46%		21.46%	
	TouchTone		21.46%		21.46%	
	Home Services Packages		21.46%		21.46%	
	900/976 Call Blocking (900/976 Call Restriction)		21.46%		21.46%	
	976 (976 Information Delivery Service)		21.46%		21.46%	
	Access Services (See Access Tariff)		0%		0%	
	Additional Directory Listings		21.46%		21.46%	
	Carrier Disconnect Service (Company Initiated Suspension Service)		21.46%		21.46%	
	Connection Services		21.46%		21.46%	
	Premise Services/Line Backer (Maintenance of Service Charges)		0%		0%	
	Shared Tenant Service		0%		0%	
	TOLL					
	Custom and Dedicated 800 Service (Home 800)		21.46%		21.46%	
	IntraLATA MTS		21.46%		21.46%	
	Toll Restriction		21.46%		21.46%	
	Electronic Billing Information Data (daily usage)		\$0.00			
	per message					
	Local disconnect Report (LDR)					
	Per WTN		\$0.00			
	Line Connection Charge					
	Residence				N/A	
	Business				N/A	
	Service Order/Service Request Charge					
	Residence				\$21.21	
	Business				\$30.63	
	Non-Electronic (Manual) Service Order Charge					
	Residence				\$9.02	
	Business				\$9.02	
	OTHER					
	Directory Assistance					
		Directory Assistance, per occurrence	\$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	\$ 0.15		NA	NA
		Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35		NA	NA
		Branding - Other - Initial/Subsequent Load			\$1,800.00	NA
		- per call	\$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- Branding, per trunk group	NA		\$ 800.00	NA
		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
	DA Listings					
	DA Listing Liscense					

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
		- per listing for initial load	NA		\$ 0.040	NA
		- per listing for subsequent updates	NA		\$ 0.060	NA
		Option #2 Full File (all states inclusive) Billable Release				
		- per listing for initial load	NA		\$ 0.020	NA
		- per listing for subsequent updates	NA		\$ 0.030	NA
		- per usage/query	NA		\$ 0.020	NA
		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
		- per listing for initial load	NA		\$ 0.050	NA
		- per listing for subsequent updates	NA		\$ 0.060	NA
		Option #4 Pick & Choose (by state) Billable Release				
		- per listing for initial load	NA		\$ 0.020	NA
		- per listing for subsequent updates	NA		\$ 0.030	NA
		- per usage/query	NA		\$ 0.020	NA
		Operator Services				
		Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
		Operator Assisted Call Processing, per work second	\$ 0.02		NA	NA
		Branding - Other - Initial/Subsequent Load			\$ 1,800.00	NA
		- per call	\$ 0.025			
		Branding - Facility Based - Initial/Subsequent Load				
		- per call	NA		\$ 800.00	NA
		Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	NA
		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$ 1,000.00	NA
		Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	NA
		Structure Access - Poles & Ducts	Annually			
		Per Pole attachment*	\$ 3.08			
		Per Foot of innerduct	\$ 0.33			
		Application fee			\$ 200.00	
		*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 the attachment's presence.				
		Emergency Number Service Access				
		911 Selective Router Interconnection				
		-Digital DS1 Interface	\$ 340.71		\$ 1,700.97	
		-Each DSO installed	\$ -		\$ 665.49	
		-Analog Channel Interface	\$ 26.64		\$ 770.97	
		ANI/ALI/SR and Database Management				
		- Per 100 records, rounded up to nearest 100	\$ 155.26		\$ 15.68	
		911 Selective Router Switch Administration				
		-Per Selective Router	\$ 5.57		\$ 1,717.33	
RECIPROCAL COMPENSATION						
		End Office Switching				
		Set up charge, per call	\$ 0.011603			
		Duration charge, per MOU	\$ 0.000830			
		Tandem Switching				
		Set up charge, per call	\$ 0.000400			
		Duration charge, per MOU	\$ 0.000194			
		Tandem Transport Termination, per MOU	\$ 0.000102			
		Tandem Transport Facility per MOU, per Mile	\$ 0.000005			
TRANSIT SERVICE						
		Tandem Switching				
		per minute of use	\$ 0.004388		NA	

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B7D To be determined
NRO -Nonrecurring only
ICB -Individal Case Basis
NA -Not Applicable

AMERITECH
TELEPHONE COMPANY
INDIANA
Rates
03/18/02

APPENDIX PRICING
AMERITECH/TIME WARNER TELECOM OF INDIANA

			AIT Generic Rates			
INDIANA			AIT RECURRING		AIT NON-REC.	
			Monthly			
		<u>Tandem Termination</u>				
		per minute of use	\$ 0.000095		NA	
		<u>Tandem Facility</u>				
		per minute of use	\$ 0.000056		NA	

	Collocation Services					
	Indiana	CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC		UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB				\$26.03
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N				\$50.65
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L			\$6.41	
COMMON SYSTEMS						
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A			\$0.30	\$116.24
POWER PROVISIONING						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$581.60
DC Power Engineering	Per Application	NRL6P				\$618.17
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
Power Cable and Infrastructure:						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.12	\$48.17
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
Equipment Grounding:						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.08	\$30.59
POWER CONSUMPTION (Including HVAC)						
20 Amps	Per 20 Amps	S8FPT			\$238.50	
40 Amps	Per 40 Amps	S8FQD			\$477.00	
50 Amps	Per 50 Amps	S8FPS			\$596.25	
100 Amps	Per 100 Amps	S8FQE			\$995.60	
200 Amps	Per 200 Amps	S8FQF			\$1,991.19	
400 Amps	Per 400 Amps	SP1QJ			\$3,982.38	
FIBER CABLE PLACEMENT						
Central Office:						
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9			\$12.48	\$872.48
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$12.92	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45			\$0.01	\$14.80
Bits Timing	Per two circuits	S8FQT			\$0.50	\$697.92
Space Availability Report	Per Premise	NRLYX				\$113.73
Security Access / ID Cards	Per Card	NRLZW				\$30.82
ID Card	Per Card	NONE				\$0.00
Cage Prep Costs						
Vendor Layout & Coord.	Per CLEC Cage	NRL6N				\$501.34
AC Circuits to Cage	Per CLEC Cage	NRL6O				\$556.06
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)					\$0.00
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)					\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)					\$0.00
Cage Door & Lock	Each (CLEC Provides)					\$0.00
Backboard	Each (CLEC Provides)					\$0.00
Signage	Each (CLEC Provides)					\$0.00
Overhead light	Each (CLEC Provides)					\$0.00
AC Electrical Outlet	Each (CLEC Provides)					\$0.00
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
Route Design	Per Placement/Per Route	NRL6R				\$1,050.04
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48			\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs					

Collocation Services						
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$4.44	\$170.25
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$227.36	\$5,134.09
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$1.91	\$461.45
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$117.71	\$3,411.13
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$0.90	\$163.25
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$5.77	\$263.65
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRL6W			\$755.11
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.20	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.13	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.86	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.41	
	4 Inch Conduit	Per Placement (CLEC Provides)				
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$13.96
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			\$735.53
	Project Coordination	Per CLEC Application	NRL57			\$2,433.31
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			\$476.15
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,309.76
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
CONSTRUCTION-VISIT						
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

Collocation Services					
Indiana			CAGELESS QUOTE SHEET		
			QUANTITY	RATE	RATE
COST ELEMENT			OF UNITS	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	S8FWC			\$260.30
Safety & Security	Per 10 Sq. Ft. of space used by CLEC	S8FWG			\$506.50
Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	S8F9C		\$64.10	
Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	S8FWD			\$468.54
Safety & Security	Per 18 Sq. Ft. of space used by CLEC	S8FWH			\$911.70
Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	S8F9E		\$115.38	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	S8FWE		\$3.80	\$1,471.80
Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	S8FWF		\$6.84	\$2,649.24
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$581.60
DC Power Engineering	Per Application	NRL6P			\$618.17
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.12	\$48.17
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.08	\$30.59
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$238.50	
40 Amps	Per 40 Amps	S8FQD		\$477.00	
50 Amps	Per 50 Amps	S8FPS		\$596.25	
100 Amps	Per 100 Amps	S8FQE		\$995.60	
200 Amps	Per 200 Amps	S8FQF		\$1,991.19	
400 Amps	Per 400 Amps	SP1QJ		\$3,982.38	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$12.48	\$872.48
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$12.92	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$14.80
Bits Timing	Per two circuits	S8FQT		\$0.50	\$697.92
Space Availability Report	Per Premise	NRLYX			\$113.73
Security Access / ID Cards	Per Card	NRLZW			\$30.82
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
Equipment Bay	CLEC Provided				
Non Standard Bay	CLEC Provided				
VF/DS0 Termination Panel	CLEC Provided				
VF/DS0 Termination Module	CLEC Provided				
DDP-1 Panel	CLEC Provided				
DDP-1 Jack Access Card	CLEC Provided				
DS3/STS-1 Interconnect Panel	CLEC Provided				
DS3 Interconnect Module	CLEC Provided				
Fiber Optic Splitter Panel	CLEC Provided				
Fiber Termination Dual Module	CLEC Provided				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,050.04
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs				

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.44	\$170.25
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$227.36	\$5,134.09
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$1.91	\$461.45
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$117.71	\$3,411.13
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$0.90	\$163.25
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$5.77	\$263.65
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			\$755.11
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.20	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.13	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.86	
	24 Fiber Cable	Per Placement (CLEC Proviides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.41	
	4 Inch Conduit	Per Placement (CLEC Provides)				

			Collocation Services			
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Survey and					
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$13.96
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			\$735.53
	Project Coordination	Per CLEC Application	NRL57			\$2,433.31
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			\$476.15
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,309.76
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
CONSTRUCTION-VISIT						
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

Collocation Services					
Indiana			ADJACENT STRUCTURE		
			COST SUMMARY		
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.00	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$310.58
Set Up and Wall Coring	Per Placement	S8F8E			\$5,776.48
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$618.17
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,757.87
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,757.87
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$159.97	
40 Amps	Per 40 Amps	S8FNK		\$319.94	
50 Amps	Per 50 Amps	S8FWK		\$399.92	
100 Amps	Per 100 Amps	S8FWL		\$799.84	
200 Amps	Per 200 Amps	S8F3U		\$1,599.68	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.06	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$2,503.26
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$587.31
Project Coordination	Per CLEC Application	NRL6Z			\$4,142.62
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$476.15
Project Coordination	Per CLEC Application Augment	NRL83			\$1,955.61
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$619.94
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls ca	S8FW7		\$4.41	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.40
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)				
VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)				
DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)				
Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)				
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL8P			\$1,050.04
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs				

		Collocation Services				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$4.44	\$170.25
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$227.36	\$5,134.09
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$1.91	\$461.45
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$117.71	\$3,411.13
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.90	\$163.25
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.77	\$263.65
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRL8Q			\$755.11
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.20	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F58		\$0.13	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$0.86	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.41	
	4 Inch Conduit	Per Placement (CLEC Provided)				
	TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

Collocation Services					
Indiana			VIRTUAL COLLOCATION		
			QUOTE SHEET		
			QUANTITY	RATE	RATE
COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$30.76	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$55.36	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$30.76	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$55.36	
EQUIPMENT BAYS					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
COMMON SYSTEMS					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$15.43	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$27.78	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$581.60
DC Power Engineering	Per Application	NRLFU			\$618.17
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.76	
20 Amp	Per Four Power Cables or Quad (CLEC Provides)				
40 Amp	Per Four Power Cables or Quad (CLEC Provides)				
50 Amp	Per Four Power Cables or Quad (CLEC Provides)				
Equipment Grounding:					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.53	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$9.23	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$8.02	\$2,362.23
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$12.92	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$436.10
Project Coordination	Per CLEC Application	NRL59			\$2,768.86
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$324.94
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,309.76
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$18.70
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$24.62
Power Engineer	Per 1/2 Hour	NRLNQ			\$37.05
Equipment Engineer	Per 1/2 Hour	NRLP6			\$37.05
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$9.35
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$37.05
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$18.70
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$18.70
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,050.04
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$1.89	\$170.25
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				

	Collocation Services					
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$1.89	\$170.25
	Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		\$227.36	\$5,134.09
	Includes Rack & Maintenance - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		\$1.91	\$461.45
	Includes Rack & Maintenance - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		\$117.71	\$3,411.13
	Includes Rack & Maintenance - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		\$0.90	\$163.25
	Includes Rack & Maintenance - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		\$5.26	\$131.83
	Fiber Raceway per 4 Fiber Jumper	Per Placement				

		Collocation Services				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRLWG			\$827.71
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.30	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		\$0.20	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.28	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.60	
MISCELLANEOUS COSTS						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.04	\$14.80
	Bits Timing	Per two circuits	S8F7Z		\$1.78	\$697.92

Indiana

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 2 - Suburban			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 3 - Urban			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

Revised: 10/06/00

Indiana

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			\$ 6.74	See NRC Prices Below	
Zone 2 - Suburban			\$ 6.11	See NRC Prices Below	
Zone 3 - Urban			\$ 6.02	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural			\$ 15.25	See NRC Prices Below	
Zone 2 - Suburban			\$ 14.64	See NRC Prices Below	
Zone 3 - Urban			\$ 14.66	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	

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Indiana

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	
Zone 1 - Rural			\$ 6.74	See NRC Prices Below	
Zone 2 - Suburban			\$ 6.11	See NRC Prices Below	
Zone 3 - Urban			\$ 6.02	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

Revised: 10/06/00

Indiana

Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				\$ 10.93	
Loop Connection Charge				\$ 22.00	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

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APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-IN** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if **AM-IN** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-IN** and TWTC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, **AM-IN** shall not be required to provide TWTC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Total Access Lines:

Rate Group:

1	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
2	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
3	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1

For Unbundled Interoffice Transmission Facilities:

Rate Zone: Total Access Lines:

Zone 1	See: FCC #2, Section 7,m Subsection 7.7
Zone 2	See: FCC #2, Section 7,m Subsection 7.7
Zone 3	See: FCC #2, Section 7,m Subsection 7.7

1.8 For modifications of **AM-IN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 TWTC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-IN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the

calculation results in a fraction of a mile, **AM-IN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when TWTC converts an End User currently receiving non-complex service from the **AM-IN** network, without any changes to **AM-IN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 TWTC shall pay a non-recurring charge when TWTC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by TWTC allowing other Telecommunications Carriers to use TWTC's SS7 signaling network.
- 3.6 TWTC shall pay a service order processing/administration charge for each service order submitted by TWTC to **AM-IN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, TWTC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 TWTC will pay the ULS usage charge for a call originating from a TWTC ULS line or trunk port that terminates to a **AM-IN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 TWTC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-IN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

- 4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).
- 4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-IN**.

5. BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

Amendment to Time Warner Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions

Indiana Bell Telephone Company ("Indiana Bell") and Time Warner Communications of Indiana, L.P., now known as Time Warner Telecom of Indiana, L.P. ("TWTC"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement in Indiana ("Agreement"), hereby execute this Amendment.

1.0 Scope of Agreement and Lock In

1.1 This Amendment is applicable to this and any future Interconnection Agreement between Indiana Bell Telephone Company ("Indiana Bell") and any of its affiliates or subsidiaries which are the Incumbent Local Exchange Carrier and TWTC and any of its affiliates or subsidiaries which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (hereafter, the "Parties") through May 31, 2003, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights.

1.2 Any inconsistencies between the provisions of this Amendment and other provisions of the current or future Interconnection Agreements through May 31, 2003, will be governed by the provisions of this Amendment unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.3 During the period September 1, 2000 through May 31, 2003, neither of the Parties will seek directly or indirectly to change the rates, terms, and conditions of this Amendment except as expressly set forth herein.

1.4 TWTC hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC or its Affiliates across the thirteen-state region as a whole, TWTC may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, points of interconnection or trunking requirements to which SBC or its Affiliates have agreed. This waiver includes, but is not limited to any sale of TWTC's assets, in which case TWTC shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of TWTC.

1.5 During the period September 1, 2000 through May 31, 2003, and except as stated in Section 3.1(c) or in this Section 1.5, the Parties waive any rights they may have under any provisions regarding "Intervening Law," "Changes in Law," or any similar provision regarding changes in law set forth in the underlying Agreement with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Amendment. Notwithstanding any other provision herein, all of the rates, terms, and conditions set forth in this Amendment shall remain fixed and binding on the Parties through May 31, 2003

and shall not be subject to any tariffs filed by either Party, nor shall the rates, terms, and conditions of this Amendment be subject to any changes in law, including but not limited to federal or state court or agency decisions, regulatory requirements imposed by a federal or state agency, changes in federal or state statutory provisions, and any provisions with respect to changes in law set forth in an underlying interconnection agreement, except as expressly set forth in this Section 1.5.

2.0 Reservations of Rights

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

2.2 The Parties continue to disagree as to where points of interconnection (“POIs”) should be established and under what rates, terms, and conditions TWTC may lease facilities from SBC and/or its affiliates to establish such POIs. By entering into this Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that TWTC and SBC and/or its affiliates shall establish POIs pursuant to the rates, terms, and conditions called for in Section 3 herein during the term of this Amendment.

3.0 Network Architecture Requirements

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

- (a) In California and Illinois, the Parties agree that this section is satisfied if TWTC (at its sole option) establishes a physical POI either:
 - (i) at each access or local tandem in which tandem serving area TWTC has established a working telephone number local to a rate center in that tandem serving area, and each end office where TWTC maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

- (ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where TWTC has established a working telephone number local to that rate center.
- (b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, TWTC (at its sole option), establishes a physical POI either:
 - (i) at each access or local tandem in which tandem serving area TWTC has established a working telephone number local to a rate center in that tandem serving area, and each end office where TWTC maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or
 - (ii) within each mandatory local calling area where TWTC has established a working telephone number local to a rate center in that calling area.
- (c) The Parties agree that the waiver contained in Section 1.5 with respect to changes in law does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.
- (d) TWTC may, at its sole option, establish a physical POI by obtaining dedicated Special Access services or facilities from Indiana Bell (without the need for TWTC equipment, facilities, or collocation at the SBC offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

3.2 Where TWTC leases facilities from Indiana Bell to establish a POI, TWTC shall be required to begin paying Indiana Bell for such facilities once the facilities are jointly tested and accepted at a trunk level.

3.3 TWTC agrees to abide by Indiana Bell 's trunk engineering/administration guidelines as stated in the Interconnection Agreement, including the following:

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

3.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires

twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

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

3.4 Subject to Section 3.7, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, TWTC will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.

3.5 TWTC will have six (6) months (or such other period as may be agreed to by the Parties) from the effective date of this Amendment to achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 in LATAs in which TWTC is providing service as of the date of execution of this Amendment.

3.6 For new interconnections, TWTC will achieve the DEOT criteria identified in section 3.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

3.7 Under any circumstances, TWTC will not be penalized for non-compliance with the applicable POI and DEOT criteria specified herein during the transition periods identified in Sections 3.5 and 3.6. Furthermore, TWTC will not be penalized for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from Indiana Bell's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from Indiana Bell's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether Indiana Bell's inability or failure to perform is related to a Force Majeure event as that term is described in the contract.

3.7.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where TWTC provides service as of the date of execution of this Amendment. TWTC will notify Indiana Bell of its intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC Account Manager and project manager for TWTC. TWTC and SBC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Sections 3.5 and 3.6.

Nothing in this paragraph specifically or this Amendment generally shall prevent TWTC from ordering, or excuse Indiana Bell from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

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

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

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

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

4.0 Compensable Traffic:

4.1 If TWTC designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by TWTC in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation. Where TWTC has established a POI pursuant to Section 3.1 of this Amendment within the transition periods identified in Sections 3.5 and 3.6, TWTC shall not be subject to any charges (including but not limited to switching and facilities charges) for the origination of Virtual Foreign Exchange traffic by Indiana Bell with respect to that specific local calling area, or other serving area as applicable in California, Nevada, Connecticut, and Ameritech territory, during the term of this Amendment. Should TWTC fail to establish a POI with respect to a specific local calling area or other serving area as applicable during the transition periods, it shall not be subject to any charges for the origination of Virtual Foreign Exchange traffic with respect to that local calling area or serving area once it has established the relevant POI.

4.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the total Compensable Local Traffic and the balance of traffic between the Parties.

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

4.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.2.3 In determining the total Compensable Local Traffic, Indiana Bell- transited minutes of use (MOUs) will be excluded from these calculations.

4.2.4 The rates for Indiana Bell-transited MOUs will be governed by the interconnection agreement.

4.3 Subject to applicable confidentiality guidelines, Indiana Bell and TWTC will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

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

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

4.4 The compensation structure and rates set forth in this Amendment shall apply symmetrically for traffic terminated on either party's network.

5.0 Treatment of In-Balance traffic:

5.1 Compensable Local Traffic volume each month below a terminating/originating ratio of 3:1 will be compensated at a blended rate consisting of the applicable State-approved TELRIC rates for End Office Local Switching (70% weighting) and Tandem Transport (30% weighting).

5.2 The applicable rates for each state are specified in the Attachment to this Amendment.

6.0 Treatment of Out-of-Balance traffic:

6.1 Compensable Local Traffic volume each month exceeding a terminating/originating ratio of 3:1 is considered Out of Balance traffic. Out of Balance traffic shall be compensated at an initial starting rate, and then transitioned to the State-approved tandem switching-only rate per minute of use in effect as of the date of execution of this Amendment. For the portion of Compensable Local Traffic volume each month below the 3:1 ratio, such traffic shall be compensated pursuant to Sections 5.1 and 5.2.

6.2 The applicable rates in each state for each year of the Agreement are specified in the Attachment to this Amendment.

7.0 This Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. The Parties recognize and agree that the attached rate schedule applies to specified periods of time over the course of the full, three-year term of this Amendment, and is intended to be date-specific. The Parties stipulate that they would not have mutually agreed to this entire Amendment if a third party carrier could later opt into this contract under section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("Act"), and enjoy higher rates than are in effect at that point in the rate schedule.

7.1 The Parties agree that each and every rate, term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition herein, including without limitation, the rates listed in the attached rate schedule, which are a complete package of interrelated and averaged rates across all 13 states, and the interconnection and trunking terms, which are interrelated to the rates and network architectures described herein.

7.2 The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

8.0 By entering into this Amendment, subject to Sections 1.5, 2.0 and 4.1, Indiana Bell neither agrees that is obligated to permit, nor waives its rights to contend that it is not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual Foreign Exchange traffic.

9.0 The Parties reserve the right to raise the matter of the appropriate treatment of Voice Over Internet Protocol (VOIP) under the Dispute Resolution provisions in this or any future Interconnection Agreements between the parties through May 31, 2003. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitration under sec. 252 of Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

10.0 Except as specifically modified by this Amendment with respect to their mutual obligations herein and subject to Section 1.5, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

12.0 The terms contained in this Amendment and its Attachment, which are incorporated into this Amendment by this reference, constitute the entire Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.

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

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

**Time Warner Telecom
of Indiana, L.P.
By: Time Warner Telecom
General Partnership, its general partner
By: Time Warner Telecom Holdings, Inc.
its general partner**

Signature:_____

Name:_____
(Print or Type)

Title:_____
(Print or Type)

Date:_____

AECN: TIM
OCN: 7060

**Indiana Bell Telephone Company by SBC
Telecommunications, Inc., its authorized
agent**

Signature:_____

Name:_____

Title: President - Industry Markets

Date:_____

ATTACHMENT: RATE SCHEDULE

Time Warner Rates-In Balance Traffic (9/1/00-5/31/03)														
	<i>TX</i>	<i>MI</i>	<i>IL</i>	<i>IN</i>	<i>WI</i>	<i>OH</i>	<i>CT</i>	<i>MO</i>	<i>KS</i>	<i>OK</i>	<i>AR</i>	<i>CA</i>	<i>NV</i>	
End Office Served	0.001700	0.001004	0.003746	0.004097	0.004241	0.003815	0.002019	0.001988	0.001843	0.002861	0.004358	SEE BELOW		
Tandem Served	0.002465	0.001461	0.005175	0.004556	0.005273	0.004697	0.003824	0.003851	0.002824	0.005347	0.006508			
Blended	0.00193	0.0011411	0.0041747	0.0042347	0.0045506	0.00408	0.002561	0.0025469	0.0021373	0.0036068	0.005003			
Time Warner Rates-Out of Balance Traffic														
	<i>TX</i>	<i>MI</i>	<i>IL</i>	<i>IN</i>	<i>WI</i>	<i>OH</i>	<i>CT</i>	<i>MO</i>	<i>KS</i>	<i>OK</i>	<i>AR</i>	<i>CA</i>	<i>NV</i>	
Year 1 (9/1/00 - 12/31/00)	0.001507	0.001004	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	0.0018	
Year 1 (1/1/01 - 5/31/01)	0.001076	0.001004	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	0.0013	
Year 2 (6/1/01 - 5/31/02)	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	
Year 3 (6/1/02 - 5/31/03)	0.000794	0.000262	0.001072	0.000307	0.000704	0.00066	0.001805	0.001514	0.000789	0.000956	0.001665	0.00067	0.001261	
California <i>(in balance)</i>														
End Office:	Set Up	0.007												
	Duration	0.00187												
	Tandem Served:	Duration												0.0041
	Blended:	Duration												0.002539
Nevada <i>(in balance)</i>														
End Office:	Set Up	0.00311												
	Duration	0.002506												
	Tandem Served:	Duration												0.00409
	Blended:	Duration												0.0029812

AMENDMENT
TO INTERCONNECTION AGREEMENT
By and Between
AMERITECH INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

The Interconnection Agreement, dated March 29, 2002, (“the Agreement”) by and between Indiana Bell Telephone Company Incorporated (“Ameritech Indiana”) and Time Warner Telecom of Indiana, L.P. (“TWTC”) is hereby amended as follows:

- (1) The Appendix PERFORMANCE MEASUREMENTS is hereby replaced by the attached Appendix AMERITECH INDIANA PERFORMANCE REMEDY PLAN DESCRIPTION.
- (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. Notwithstanding, the parties agree that the PERFORMANCE REMEDY PLAN will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.
- (3) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.
- (4) This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission (IN-URC) and shall become effective (10) days following approval by the IN-URC. The Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the IN-URC approves this Amendment.
- (5) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Intercarrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002) except as specifically set forth in Section 1 in the “Amendment to Time Warner Contracts Superseding Certain Compensation Interconnection and Trunking Provisions” as executed by the Parties and appended to the existing Interconnection Agreement or as agreed to in writing by the Parties.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____ 2002, by Ameritech, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.

**by Time Warner Telecom General
Partnership, its General Partner**

**by Time Warner Telecom Holdings, Inc.,
its General Partner**

Signature:_____

Name:_____
(Print or Type)

Title:_____

Date:_____

AECN# 7178 OCN# 7436 ACNA-TIM
(Facility Based – if applicable)

**Indiana Bell Telephone Company
Incorporated**

**by SBC Telecommunications, Inc.,
its authorized agent**

Signature:_____

Name:_____
(Print or Type)

Title: for President - Industry Markets

Date:_____

Ameritech Indiana
Performance Remedy Plan
Description

This Performance Remedy Plan sets forth the terms and conditions under which Ameritech will report performance to TWTC and compare that performance to Ameritech's own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 Ameritech agrees to provide TWTC a monthly report of performance for the performance measures listed in Appendix 1 – Ameritech Performance Measurement User Guide. Ameritech will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. Ameritech further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1. Ameritech will not levy a separate charge for provision of the data to TWTC called for under this document. Upon TWTC's request, data files of TWTC's raw data, or any subset thereof, will be transmitted to TWTC. If TWTC's request is transmitted to Ameritech on or before the last day of the month for which data is sought, Ameritech shall provide the data to TWTC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If TWTC's request is transmitted to Ameritech after the last day of the month for which data is sought, Ameritech shall provide the data to TWTC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 Ameritech will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (Ameritech retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and TWTC) or percentages, or the difference between two ratios for purposes of this document. Ameritech agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for Ameritech retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and TWTC are compared. This statistical test will compare TWTC performance to the Ameritech retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to Ameritech's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30

for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

- 3.0 For purposes of this document, performance for TWTC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both Ameritech and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and TWTC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

Ameritech will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma^2_{\text{ILEC}} (1 / n_{\text{CLEC}} + 1 / n_{\text{ILEC}})]$
 $\sigma^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] * (1 / \text{denom}_{\text{CLEC}} + 1 / \text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3. In calculating the difference between the performances, the formulas defined above apply when a larger TWTC value indicates a higher quality of performance. In cases where a smaller TWTC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4. For measurements where the performance delivered to TWTC is compared to Ameritech performance and for which the number of data points are 29 or less for either TWTC or Ameritech, Ameritech will apply the following alternatives for compliance.
 - 4.4.1. Alternative 1 (used only in the following situations: 1) for a measure where results for both TWTC and Ameritech Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):
 Ameritech applies the Z-Test as described in section 3.0.
 - 4.4.2. Alternative 2 (used in all situations except those defined above for Alternative 1):
 For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T .
- (2) Pool and mix the TWTC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original TWTC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_s) for this sample.
- (5) Repeat steps 3 and 4 for the remaining $T-1$ sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_s results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P , divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5. Ameritech and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

Ameritech agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1. Ameritech will pay Liquidated Damages to TWTC according to the terms set forth in this document.
- 5.2. Liquidated damages apply to Tier 1 measurements identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3. Assessments are applicable to Tier 2 measures identified as “Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.

- 5.4. Ameritech will not be liable for the payment of Tier 1 damages until 10 days after receipt by Ameritech of an executed (by TWTC) Interconnection Agreement amendment, terms of which have been agreed to by both TWTC and Ameritech Indiana, referencing this plan; or if TWTC interconnects by tariff, 10 days after receipt by Ameritech of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. Ameritech Indiana will not unnecessarily delay filing of the Interconnection Agreement or amendment once both TWTC and Ameritech Indiana have signed.
- 5.5. Ameritech will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana as specified in Section 9.0. To the extent that there are one or more other Commission approved remedy plan(s) in effect that also require Ameritech to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), Ameritech will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever amount is greater.
- 5.6. In order to receive payment by check TWTC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1. Ameritech agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to TWTC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, Ameritech and TWTC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. Ameritech and TWTC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2. Ameritech’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. Ameritech and TWTC agree that TWTC may not use: (1) the existence of this enforcement plan; or (2) Ameritech’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as

evidence that Ameritech has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Ameritech's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that Ameritech's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by Ameritech under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech seeks to offset the payment against any other damages TWTC might recover. Whether or not the nature of damages sought by TWTC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech has met or continues to meet the requirements of section 271 of the Act.

- 6.3. Ameritech shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4. Every six months, TWTC may participate with Ameritech, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.
- 6.5. TWTC and Ameritech will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that TWTC requests such consultation and the issues raised by TWTC have not been resolved within 45 days after TWTC's request for consultation, then Ameritech will allow TWTC to have an independent audit conducted, at TWTC's expense, of Ameritech's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by TWTC, or if any new problem is identified, Ameritech shall reimburse TWTC any expense incurred by TWTC for such audit. TWTC may not request more than one audit per four calendar months under this

section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify TWTC's audit rights under other provisions of this Agreement or any applicable Commission Order. Ameritech agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

- 6.6. Ameritech agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by Ameritech and approved by the Commission will conduct these audits at Ameritech's expense.

7.0 Exclusions Limited

- 7.1. Ameritech will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless Ameritech prevails in a waiver of liability filed with the Commission seeking expedited resolution. Ameritech bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. Ameritech will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends Ameritech's ability to timely perform an activity subject to performance measurement, the applicable time frame in which Ameritech's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2. In addition to the provisions set forth herein, Ameritech shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by TWTC that is contrary to any of TWTC's obligations under its interconnection agreement with Ameritech or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3. In any event where Ameritech believes there has been an act or omission by TWTC that is contrary to any of TWTC's obligations under its interconnection agreement with Ameritech or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, Ameritech shall pay one-half of

the Tier 1 remedies to TWTC while disputes are referred to the Commission for resolution, subject to refund, including interest, if Ameritech prevails. If Ameritech does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Ameritech shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. Ameritech will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a TWTC.

- 7.4. Ameritech Indiana and TWTC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Indiana interconnection agreement with TWTC) and Tier 2 assessments or voluntary payments made by Ameritech pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by Ameritech, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. TWTC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by Ameritech under all Ameritech Indiana interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all Ameritech Indiana interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but Ameritech has paid less than that amount due to the monthly threshold, Ameritech shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, Ameritech shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5. Whenever Ameritech Tier 1 payments to TWTC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then Ameritech may request a hearing before the Commission. Upon timely commencement of this proceeding, Ameritech must pay one-half of the damages owed to TWTC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party

pending the outcome of the hearing. To invoke these escrow provisions, Ameritech must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. Ameritech's application will be processed in an expedited manner under the process set forth in the Procedural Rules. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If Ameritech reports non-compliant performance to TWTC for three consecutive months on 20% or more of the measures reported to TWTC, but Ameritech has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to TWTC for that period under the enforcement terms set out here, then TWTC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that Ameritech should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding TWTC will have the burden of proof to demonstrate why Ameritech should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6. Ameritech Indiana's Tier 1 remedy liability to TWTC in any month will not exceed (will be capped at) the total billed revenue due Ameritech Indiana for services provided to TWTC in the same month for which the remedy liability was incurred.
- 7.7. Ameritech will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8. With respect to any interconnection agreement, Ameritech or TWTC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to TWTC:

- 8.1. Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when Ameritech delivers "non-compliant" performance as defined in Section 3 above.
- 8.2. Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which Ameritech has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which Ameritech Indiana met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a

Cap,” the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as “Measurements That Are Subject to Per Measure Damages or Assessments,” liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in “Methods of Calculating Liquidated Damages and Assessment Amounts,” below.

- 8.3. TABLE 1 and TABLE 2 utilize an Index Value (“IV”) that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month’s results based on the overall performance Ameritech provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison
 RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month’s IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.
- 8.5. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for TWTC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require Ameritech to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if Ameritech was out of compliance for four consecutive months for a given performance measurement reported for TWTC, Ameritech will have to provide TWTC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7. During this “proof of compliance” period, Ameritech will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for TWTC. This remedy payment amount will return to the lowest level of payment when Ameritech provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8. Ameritech Indiana is obligated to correctly and completely report performance results for TWTC and the aggregate of all CLECs. On occasion, it may be necessary for Ameritech Indiana to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. Ameritech Indiana will provide notice, via the CLEC OnLine web site, to TWTC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.

- 8.9. In the event that performance measurement results need to be restated, Ameritech will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10. If it is determined through restatement of performance results or other means that Ameritech Indiana underpaid liquidated damages due TWTC, or assessments due the State, Ameritech Indiana will make additional payment/bill credit to TWTC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that Ameritech Indiana overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to TWTC and/or assessments to the State will be offset by the amount of overage.
- 8.11. Ameritech shall be able to apply any liquidated damages remedy payments due toward those charges that TWTC owes Ameritech for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, Ameritech Indiana will, at request of TWTC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to TWTC within 30 days of TWTC’s request. If TWTC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the TWTC account and the operational area(s) impacted. A response will be provided to TWTC senior management within 10 business days of receipt of the escalation from TWTC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13. Example Application of “Step-Down” Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for “Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance”, or the “Four Months” column in this example, then looking at the row for “Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month”, or the “One Month” row in this example. The intersecting cell indicates that remedies would be paid at the “Month Three Amount”, or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1. Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as “Remedied” when Ameritech and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30)

performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

- 9.2. For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1. If Ameritech fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2. If Ameritech alters previously reported data for TWTC, and after discussions with Ameritech TWTC disputes such alterations, then TWTC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”
- 10.3. When Ameritech performance creates an obligation to pay liquidated damages to TWTC or an assessment to the State under the terms set forth herein, Ameritech shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if Ameritech performance through March is such that Ameritech owes liquidated damages to TWTC for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). In order to receive payment by check, TWTC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC

website. For each day after the due date that Ameritech fails to pay the required amount, Ameritech will pay interest to TWTC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4. Ameritech may not withhold payment of liquidated damages to TWTC unless Ameritech has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by TWTC as more fully described in Section 7.2 and 7.3.

10.5. TWTC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for TWTC, the aggregate of all CLECs, and Ameritech.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1. Calculating Tier 1 Liquidated Damages

11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2. Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for TWTC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for TWTC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for TWTC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2. Calculating Tier 2 Assessments

- 11.2.1. Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until Ameritech reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2. Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3. Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for all CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4. Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for all CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-

measure. (There are no Critical Z-values calculated for Benchmark measures.)

- Step 2: Calculate the difference between the actual ratio for all CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – Ameritech Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3. The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent Ameritech Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for Ameritech Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL

- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4. The increased voluntary payments referenced in section 12.1 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5. The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for 3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

- Appendix 1: Performance Measurement User Guide (Indiana) (a document available from CLEC Account Managers or found on the Ameritech Performance Measurement website)
- Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
- Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – Ameritech Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, AIT will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and AIT will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE- P-Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

AMENDMENT
 TO THE INTERCONNECTION AGREEMENT
 BETWEEN
 INDIANA BELL TELEPHONE COMPANY INCORPORATED
 AND
 TIME WARNER TELECOM OF INDIANA, L.P.

WHEREAS, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana ("SBC Indiana")¹ and Time Warner Telecom of Indiana, L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

NOW THEREFORE the Parties agree as follows:

- I. Add a Negotiated Appendix UNE Combining, which is attached hereto and incorporated herein.
- II. Delete Attachment 6, Table 1 and replace with "Schedule UNE Combinations (Indiana)" attached hereto and incorporated herein.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Indiana reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Indiana the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

¹ Indiana Bell Telephone Company Incorporated is now doing business in Indiana as SBC Indiana.

V. This Amendment is effective only for the term of the Agreement.

VI. This Amendment shall be filed with and shall be subject to approval by the Indiana Utilities Regulatory Commission.

VII. The Parties understand and agree that by entering into this Amendment, neither Party is waiving any rights it may have under the intervening law language of the underlying Agreement but instead, each Party reserves all of its rights in that regard.

This Amendment to Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Indiana, signing by and through its duly authorized representative, and Time Warner Telecom of Indiana, L.P., signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.

Indiana Bell Telephone Incorporated d/b/a SBC
Indiana by SBC Telecommunications, Inc., its
authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: *For* President-Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX UNE COMBINING

1. INTRODUCTION

- 1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within TWTC's Interconnection Agreement. TWTC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involving any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any **SBC-13STATE** obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, **SBC-13STATE** has no obligation to combine UNEs, or to combine a UNE with a network element possessed by TWTC.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Except upon request of TWTC, SBC-13STATE shall not separate TWTC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any UNEs not requested by TWTC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC-13STATE offering(s).
- 2.2 SBC-13STATE will not connect to or combine UNEs with any non-251(c)(3) or other SBC-13STATE offering with the exception of tariffed Collocation services.
- 2.3 UNEs may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available. TWTC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network.

3. NEW COMBINATIONS INVOLVING UNEs

- 3.1 Subject to the provisions hereof and upon TWTC request, SBC-13STATE shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.
- 3.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC, SBC-13STATE shall provide written notice to TWTC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to the Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, SBC-13STATE shall initiate a proceeding before the State Commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.
- 3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE

shall be made available to TWTC as specified in the specific Schedule for a particular State.

3.3.1 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 SBC-13STATE at an SBC-13STATE 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 all orders within the definition of “Contiguous Interconnection of Network Elements.”

3.3.1.1 “Contiguous Interconnection of Network Elements” means the situation when TWTC orders all the SBC-13STATE UNEs required either:

- (1) to convert to a combinations of UNEs an SBC-13STATE End User customer, another carrier’s pre-existing End User customer served exclusively using UNEs, or TWTC’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 TWTC (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 TWTC’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 SBC-13STATE, 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 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been

established to TWTC's OS/DA platform from the relevant **SBC-13STATE** local switch, including TWTC's payment of all applicable charges to establish that routing.)

- 3.3.1.2 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.
- 3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on 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. In light of that uncertainty, **SBC-13STATE** is willing 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 Appendix UNE, subject to the following:
- 3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** or TWTC from pursuing any of their respective 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 their respective rights to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by each Party. Without affecting the foregoing, this Appendix does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** or TWTC from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under the Agreement and this Appendix or otherwise, and TWTC shall thereafter be solely responsible on a prospective basis for any such non-included functions or other actions, except that prior to the disconnection of any UNEs that have already been combined and being utilized/purchased by TWTC and for which **SBC-13STATE** is no longer required to continue to provide, the Parties shall mutually agree upon an orderly transition of the services to prevent any disruption of such services. Upon the effective date of any regulatory, judicial, or legislative order, rule or other action setting forth new, additional, or otherwise increasing the extent of an incumbent LEC's UNE combining obligations, **SBC-13STATE** shall offer such combining functions and comply with such regulatory, judicial, or legislative action, except to the extent stayed or similarly affected by a regulatory agency or court.

3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement and or this Appendix, to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.

- 3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations, its inclusion does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, TWTC shall issue appropriate service requests. These requests will be processed by SBC-13STATE, and TWTC 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.
- 3.3.5 Upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-13STATE in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by SBC13-STATE not included in the TWTC bona fide request, special request, or equivalent process applicable under the Agreement or this Appendix (generically referred to in this Appendix as “BFR”) under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC13-STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in the Agreement. Such a notice can be given at any time, and from time to time.
- 3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which TWTC wants SBC-13STATE to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by TWTC (as well as requests where TWTC also wants SBC-13STATE to complete the actual combination), shall be made by TWTC in accordance with the BFR.
- 3.4.1 In any such BFR, TWTC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any TWTC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between

an **SBC-13STATE** UNE and the network element(s) possessed by TWTC.

- 3.4.2 In addition to any other applicable charges, TWTC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC13-STATE** not included nor originally required in the BFR submitted by TWTC, under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. **SBC-13STATE**'s preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which TWTC requests **SBC-13STATE** to perform work not required by Section 3.1, TWTC shall be charged a market-based rate for any such work.
- 3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:
 - 3.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 3.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 3.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and
 - 3.5.5 CLEC is
 - 3.5.5.1 unable to make the combination itself; or
 - 3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5.2 ceases if **SBC-13STATE** informs CLEC in writing of such need to combine.
- 3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:

- 3.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 3.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (if provided for in the Agreement).
- 3.7 Section 3.5.5.2 shall only begin to apply thirty (30) days after written notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 3.5.5.2 with respect to any request for a combination involving UNEs.
- 3.8 Nothing in this Appendix or the Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and TWTC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.*, and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:
 - 3.8.1 **SBC-13STATE** will provide 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 00-183 (rel. June 2, 2000));
 - 3.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services;
 - 3.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

- 4.1 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion

in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or 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). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, except to the extent otherwise required under Section 3.3.2.2, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 The provisions of this Appendix are all legitimately related to each other and to the UNE rates, terms and conditions in the Agreement, and shall be subject to all other rates, terms and conditions contained in the Agreement which are legitimately related to this Appendix. Without limiting the general applicability of the foregoing, the following terms and conditions of the Agreement 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 - UNE COMBINATIONS (Indiana)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
 2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
 2-Wire Basic Analog loop w/ Analog DID trunk Port
 2-Wire Basic Analog loop w/ 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 to ISDN Direct Port
 2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
 4-Wire Digital (Loop) with Digital Trunking Trunk Port
 4-Wire Digital Loop with ULS DS1 Trunk Port
 4-Wire Digital Loop with ISDN Prime Trunk Port

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
 2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
 4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
 4-Wire Digital Loop to 4-Wire Digital Loop (same wire center)
 2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
 2-Wire Analog Loop to DS1 Dedicated Transport facilities to 2-Wire Analog Loop
 2-Wire Digital Loop to DS1 Dedicated Transport facilities to 2-Wire Digital Loop
 4-Wire Digital loop to DS1 Dedicated Transport facilities to 4-Wire Digital Loop
 4-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop
 4-Wire Digital Loop to OC3 Dedicated Transport facilities to 4-Wire Digital Loop
 2-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
 4-Wire Analog Loop to DS1 or DS3 UDT
 2-Wire Analog Loop to Ocn UDT
 4-Wire Analog Loop to OCn UDT

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

Indiana Bell Telephone Company Incorporated¹ d/b/a SBC Indiana, as the Incumbent Local Exchange Carrier in Indiana, (hereafter, "ILEC " or "SBC Indiana") and Time Warner Telecom of Indiana, L.P., as a Competitive Local Exchange Carrier ("CLEC"), (referred to as "TWTC"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Indiana ("Interconnection Agreement"), hereby execute this ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment").

1. Scope of Amendment

- 1.1 On or about May 9, 2003, ILEC made an offer to all telecommunications carriers in the state of Indiana (the "Offer") to exchange traffic on and after June 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in TWTC's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-Bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and TWTC. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

- 2.1 ILEC and TWTC hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment. Section 251(b)(5) Traffic shall be compensated at the rates, terms and conditions set forth in the Appendix Pricing of the underlying Interconnection Agreement. For purposes of this Amendment, Section 251(b)(5) Traffic shall mean "Local Traffic" as defined in the underlying Interconnection Agreement.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to Competitive Local Exchange Carriers and Independent Local Exchange Carriers.

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.2.2 The Parties agree to compensate each other for ISP-bound Traffic on a minute of use basis, according to the following rate schedule:

June 1, 2003 – June 14, 2003`	.0010 per minute
June 15, 2003 and thereafter:	.0007 per minute

2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, TWTC and ILEC agree to cap overall compensable Indiana ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which TWTC was entitled to compensation under its Indiana Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, TWTC and ILEC agree that ISP-bound Traffic exchanged between TWTC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether TWTC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event TWTC and ILEC have not previously exchanged ISP-bound Traffic in any one or more Indiana LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between TWTC and ILEC for the remaining term of this Agreement in any such Indiana LATAs.

2.4.2 In the event TWTC and ILEC have previously exchanged traffic in an Indiana LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that Indiana LATA, and that any ISP-bound Traffic in other Indiana LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between TWTC and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable Section 251(b)(5) Traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. In accordance with Paragraph 79 of the FCC's ISP Compensation Order, TWTC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between TWTC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, TWTC and ILEC will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and TWTC agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not Section 251(b)(5) traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 This Amendment will be effective on June 1, 2003 ("Effective Date"), and will apply to all ISP-bound Traffic exchanged between ILEC and TWTC on and after that date, contingent upon any necessary commission approval of the Amendment.
- 4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of*

Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Indiana reserves its right, to the extent SBC Indiana has not already invoked the FCC ISP terminating compensation in Indiana and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC Indiana the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC Indiana, signing by and through its duly authorized representative, and Time Warner Telecom of Indiana, L.P. signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership, its general partner
By: Time Warner Telecom Holdings Inc., its managing general partner

Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**COLLOCATION POWER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("SBC Indiana") and Time Warner Telecom of Indiana, L.P. ("CLEC") is dated _____, 2004.

WHEREAS, SBC Indiana and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") submitted for approval in the Indiana Utility Regulatory Commission's ("IURC") Cause No. 42398, as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, SBC Indiana has provided notice to all telecommunications carriers in Indiana that have an interconnection agreement with SBC Indiana or are purchasing Act offerings from SBC Indiana intrastate tariffs, of the availability of the collocation power offering reflected in this Amendment, via Accessible Letter CLECAM03-325 dated September 29, 2003, which notice expressly set forth the timing of the offering and the dependency of the change date of the collocation rate and billing terms (including rate application) on the timing of a telecommunications carrier's actions to accept that offering;

WHEREAS, CLEC wants to amend the Agreement to include the collocation power offering, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

2. Beginning on and after the Power Change Date (as defined in paragraph 5 of this Amendment), CLEC represents and warrants that it will at no time draw more than 50% of the combined ordered capacity of the DC power leads (in amperes or "AMPs") that are fused for a collocation arrangement (the aggregate ordered capacity of all fused leads for that arrangement, e.g., all "A" AMPs and all "B" AMPs). Based upon that representation and warranty, SBC Indiana shall prospectively bill the CLEC for DC collocation power at a monthly recurring rate of \$9.68 per AMP applied to fifty percent (50%) of the ordered capacity that is fused. By way of example, where a CLEC has ordered and SBC Indiana has provisioned two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), based upon that representation and warranty, SBC Indiana shall bill the CLEC the monthly recurring charge of \$9.68 for a total of twenty (20) AMPs (i.e., \$193.60 per month).

3. Beginning on and after the Power Change Date, to the extent SBC Indiana is billing CLEC monthly recurring rates for collocation DC power elements with respect to DC power lead(s) for which a fuse has not been installed (a "non-fused lead"), SBC Indiana shall cease billing prospectively, from the Power Change Date, for such non-fused leads if a CLEC, in writing, provides its SBC Indiana collocation account manager with specific information to identify those leads claimed to be "non-fused" so to allow SBC Indiana to confirm that status and cease billing for qualifying "non-fused" leads. Such notice must be received by SBC Indiana no later than November 29, 2003, if, pursuant to paragraph 5 hereof, the Power Change Date is September 29, 2003. Otherwise, the notice must be received by SBC Indiana by the Amendment Effective Date (as defined herein). If CLEC fails to provide the required written information for any qualifying "non-fused" lead by the date set by the foregoing, SBC Indiana shall cease billing prospectively for such a qualifying "non-fused" leads beginning the day after receipt of the required notice.

4. If CLEC is also purchasing any collocation arrangement pursuant to Tariff I.U.R.C. No. 20, Part 23, Section 4, this Amendment shall apply to any such arrangement only as to its monthly recurring DC power charges in accordance with the Amendment's provisions; that Tariff would otherwise continue to apply to that arrangement(s).

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

5. The "Power Change Date" is

a. September 29, 2003, only if SBC Indiana received an original of this Amendment executed by CLEC no later than November 28, 2003 (including if CLEC is seeking to adopt this Amendment pursuant to 47 U.S.C. § 252(i)); or otherwise

b. the Amendment Effective Date.

6. SBC Indiana has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 2, to pursue remedies for breach of this Amendment and the Agreement.

7. The provisions of this Amendment shall remain effective until such time as the Indiana Utility Regulatory Commission ("IURC") establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Indiana's collocation DC power, or until expiration or termination of this Amendment, whichever is first. If the foregoing is triggered by a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Power Change Date until such time as the IURC establishes, after September 29, 2003, in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC Indiana's collocation DC power.

8. Nothing in this Amendment shall be deemed or considered an admission on the part of SBC Indiana as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC Indiana, or of the manner in which SBC Indiana has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the changes being made by this Amendment. Nothing in this Amendment shall restrict either Party's rights with respect to arguments or positions either may take in any pending or future proceedings. Nothing in this Amendment shall affect either Party's rights, claims, arguments, or positions with respect to collocation power billing (including rate application) for the period prior to the Power Change Date and, further, as to "non-fused" leads, prior to the date that SBC Indiana ceases to bill for any such "non-fused" leads pursuant to this Amendment.

9. The effective date of this Amendment shall be the day the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved by operation of law ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; 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.

10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

11. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; the FCC's Order on Remand and

Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); .

12. This Amendment constitutes the entire amendment of the Agreement with respect to the subject matter hereof and supersedes all previous proposals, both verbal and written. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Amendment.

13. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership
Its general partner
By: Time Warner Telecom Holdings Inc.,
Its managing general partner

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For* President - Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

CERTIFICATION

WHEREAS Time Warner Telecom of Indiana, L.P. (collectively referred to herein as "TWTC") has requested that physical collocation arrangements previously ordered and provisioned under the federal tariff ("FCC No. 2") applicable to expanded interconnection collocation be treated as collocation arrangements ordered and priced under the Parties Interconnection Agreement dated June 2, 2002.

NOW, THEREFORE, TWTC hereby certifies that the following are true as to the physical collocation arrangements listed on the attached Exhibit "A":

1. Pursuant to the Interconnection Agreement between TWTC and SBC Ameritech, effective June 29, 2002 ("Agreement"), all equipment physically collocated in the Exhibit A arrangements is used solely for purposes of:
 - a. Interconnection pursuant to the Agreement; or
 - b. access to unbundled network elements.
2. As to the arrangements listed on Exhibit "A," TWTC is in compliance with all applicable terms and conditions of the Agreement.
3. SBC Ameritech will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose any Proprietary Information received as part of this agreement to any Third Party, except if SBC is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information. SBC Ameritech shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to SBC Ameritech's activities under the Act and SBC Ameritech need not provide prior written notice of such disclosure to TWTC if SBC Ameritech has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

Time Warner Telecom of Indiana, L.P.

By: Time Warner Telecom General Partnership,
its general partner

By: Time Warner Telecom Holdings Inc., its
managing general partner

By: [Signature]

Its: Vice President of Regulatory

Date: 3.30.04

EXHIBIT A**TIME WARNER TELECOM INTERCONNECTION POINTS
IN LATA 336- INDIANA (INDIANAPOLIS)**

Address	TWTC City	Collocation ID	NOTES
520 E 106TH STREET	Indianapolis	CRMLIN01H02	
8315 MASTERS RD	Indianapolis	FSHRIN01H15	
240 N MERIDIAN STREET	Indianapolis	IPLSIN01H14	
5230 MOLLER RD	Indianapolis	IPLSIN07H00	
740 S FULLER DR	Indianapolis	IPLSIN08H00	
3710 W 86TH STREET	Indianapolis	IPLSIN21H00	

IURC JANUARY 5, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This IURC January 5, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("SBC Indiana") and Time Warner Telecom of Indiana, L.P. ("TWTC").

WHEREAS, SBC Indiana and TWTC are parties to an Interconnection Agreement which was previously submitted to the Indiana Utility Regulatory Commission's ("IURC") for approval, as may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the IURC issued an order ("Order") in Cause No. 42393, on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation of new prices into the Agreement such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.
- 1.3 The term "UNE-P" refers to "Unbundled Network Element-Platform" as used in the Order.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended in the following respects:
 - 2.1.1 All of those provisions in the Agreement, if any, pertaining to an "interim" form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as "Interim Shared Transport", "IST", and when provided with unbundled local switching, "ULS-IST") are deleted.
 - 2.1.2 By adding the attached pricing schedule labeled Schedule III (which is incorporated herein), solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Schedule III (which is incorporate herein).

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.1.2.1 Nothing in this Amendment shall affect the application of termination liability charges and the like as a result of the reconfigurations, including, without limitation, those that may be applicable under Tariff FCC No. 2 (Interstate Access), Tariff IURC No. 20R, Part 21, Section 2 (Intrastate Access), and/or the telecommunications carrier's contract, as appropriate, including charges for early termination of special access arrangement. Further, nothing in this Amendment affects the continued application of the FCC's Supplemental Order Clarification (including conversion of special access service reconfigurations to EELs).
- 2.1.3 Subject to Section 2.3, the new rates and rate structures shall begin to apply prospectively, beginning on January 5, 2004.
- 2.1.3.1 TWTC understands and acknowledges that, as of January 5, 2004, SBC Indiana's billing systems are unable to accommodate some of the rate structures and billing ordered by the IURC in the Order for certain items, and that SBC Indiana is not able initially to render a bill for those certain affected items ("Affected Items") in the manner SBC Indiana intends to eventually render billing. SBC Indiana may (and is planning) to adopt interim measures in order to render a bill to TWTC for some or all of the Affected Items in advance of system changes, and TWTC shall pay the charges for the Affected Items billed using such interim measures. Details regarding any interim measures will be made available via Accessible Letter(s). The inability or other failure by SBC Indiana to bill TWTC for any Affected Item(s) shall not in any event act as a waiver by SBC Indiana of its right to subsequently bill for any Affected Item(s) at the rates and rate structures included in this Amendment, or relieve TWTC of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis as provided in the Order. SBC Indiana may also notify TWTC via Accessible Letter when it is able to render a bill for an Affected Item(s). Upon implementation of the new rate structures and billing for the Affected Item(s), SBC Indiana shall bill, and TWTC shall pay the prices and charges established by the IURC for the Affected Item(s) on a retroactive and/or prospective basis as provided in the Order without need for any additional amendment (including regardless of any provisions applicable to billing, including time/timing limitations and/or restrictions and processes, that might be set forth in or otherwise applicable under or to the Agreement or such billing). SBC Indiana's provisioning of such orders for the Affected Item(s) is expressly subject to this Section 2.1.3.1 and in no way constitutes a waiver of SBC Indiana's right to bill, charge for and collect payment for all such Affected Item(s), as more specifically set forth above.
- 2.1.4 For TWTC to have a special access service reconfigured to a UNE combination and/or to order a new premises-to-premises UNE combination, the Agreement must contain all the UNEs needed for the particular UNE combination being sought, as well as provisions specifically addressing such special access-to-EEL reconfigurations or new UNE combinations, as the case may be. Until the Agreement contains those necessary provisions, no such reconfiguration and/or new UNE combinations can be ordered or otherwise implemented.
- 2.2 This Amendment is provided as a means by which the Parties, who have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and enforce the obligations under IURC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between TWTC and SBC Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law, or (ii) January 5, 2004. By way of example only and without limiting the foregoing, if TWTC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("TWTC") pursuant to 47 U.S.C. § 252(i) after January 5, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any

other amendment) became effective between the TWTC and SBC Indiana following the IURC's order approving the TWTC's Section 252(i) adoption or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either party to terminate this Amendment upon ten (10) days written notice to the other.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Sections 3.1 and 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment is the result of IURC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no provision of this Amendment qualifies for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 Notwithstanding any other provision of the Agreement, the rates added to the Agreement by this Amendment are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the relevant IURC's rate orders are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions. In any such event, such rates automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such expiration, the rates so expired shall be automatically replaced by the rates in effect between the Parties immediately prior to this Amendment shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.

6.2 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United

States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. Al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, neither Party (nor its affiliates) is waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other IURC order (including the Indiana-specific requirements regarding wholesale subject matters addressed therein). Each Party (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.
- 6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement with respect to the subject matter contained herein and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.
- 7.5 With respect to the IURC order in Cause No. 42393 contained herein this Amendment will supersede all previous executed IURC order in Cause No. 42393 Amendments and Pricing Schedules.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed on this _____ day of _____, 2004.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership
Its general partner
By: Time Warner Telecom Holdings Inc.,
Its managing general partner

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
Authorized Agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A						
INDIANA				Recurring		Non-Recurring
SBC Generic Rates			USOC	Monthly		First Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>						
<u>Unbundled Loops</u>						
	2-Wire Analog - Rural (Rate Class 1) /3/		U2HX1	\$ 11.50		See NRC prices below
	2-Wire Analog - Suburban (Rate Class 2) /3/		U2HX2	\$ 12.50		See NRC prices below
	2-Wire Analog - Metro (Rate Class 3) /3/		U2HX3	\$ 12.00		See NRC prices below
	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	\$ 9.57		See NRC prices below
	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	\$ 8.90		See NRC prices below
	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	\$ 8.84		See NRC prices below
	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/		U2JX1	\$ 11.67		See NRC prices below
	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/		U2JX2	\$ 13.01		See NRC prices below
	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/		U2JX3	\$ 12.63		See NRC prices below
	2-Wire COPTS Coin - Rural (Rate Class 1) /3/		U2CX1	\$ 12.00		See NRC prices below
	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/		U2CX2	\$ 13.46		See NRC prices below
	2-Wire COPTS Coin - Metro (Rate Class 3) /3/		U2CX3	\$ 13.07		See NRC prices below
	2-Wire EKL - Rural (Rate Class 1) /3/		U2KX1	\$ 13.17		See NRC prices below
	2-Wire EKL - Suburban (Rate Class 2) /3/		U2KX2	\$ 15.09		See NRC prices below
	2-Wire EKL - Metro (Rate Class 3) /3/		U2KX3	\$ 14.66		See NRC prices below
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Rate Class 1) /3/		U4HX1	\$ 27.28		See NRC prices below
	4-Wire Analog - Suburban (Rate Class 2) /3/		U4HX2	\$ 31.49		See NRC prices below
	4-Wire Analog - Metro (Rate Class 3) /3/		U4HX3	\$ 30.59		See NRC prices below
	2-Wire Digital - Rural (Rate Class 1) /3/		U2QX1	\$ 16.00		See NRC prices below
	2-Wire Digital - Suburban (Rate Class 2) /3/		U2QX2	\$ 19.48		See NRC prices below
	2-Wire Digital - Metro (Rate Class 3) /3/		U2QX3	\$ 18.19		See NRC prices below
	4-Wire Digital - Rural (Rate Class 1) /3/		4U1X1	\$ 37.04		See NRC prices below
	4-Wire Digital - Suburban (Rate Class 2) /3/		4U1X2	\$ 39.35		See NRC prices below
	4-Wire Digital - Metro (Rate Class 3) /3/		4U1X3	\$ 46.10		See NRC prices below
	DS3 Loop - Rural (Rate Class 1) /3/		U4D31	\$ 469.53		See NRC prices below
	DS3 Loop - Suburban (Rate Class 2) /3/		U4D32	\$ 447.20		See NRC prices below
	DS3 Loop - Metro (Rate Class 3) /3/		U4D33	\$ 431.98		See NRC prices below
<u>DSL Capable Loops</u>						
	2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLA1	\$ 9.33		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLA2	\$ 10.45		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLA3	\$ 9.84		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLC1	\$ 9.33		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLC2	\$ 10.45		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLC3	\$ 9.84		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLB1	\$ 9.33		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLB2	\$ 10.45		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLB3	\$ 9.84		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLD1	\$ 9.33		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLD2	\$ 10.45		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLD3	\$ 9.84		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		UWRA1	\$ 9.33		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		UWRA2	\$ 10.45		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		UWRA3	\$ 9.84		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLF1	\$ 9.33		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLF2	\$ 10.45		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLF3	\$ 9.84		See NRC prices below
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/		4SL11	\$ 16.95		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/		4SL12	\$ 19.08		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/		4SL13	\$ 18.18		See NRC prices below

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
IDSL Capable Loop						
	IDSL Loop Class 1 - Rural /3/	UY5F1	\$ 9.33		See NRC prices below	
	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$ 10.45		See NRC prices below	
	IDSL Loop Class 3 - Metro /3/	UY5F3	\$ 9.84		See NRC prices below	
Loop Non-Recurring Charges (Excluding DS3)						
	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP	N/A		\$ 6.83	N/A
	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE			\$ 4.29	
	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9	N/A		\$ 6.83	N/A
	Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP			\$ 6.43	
	Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC	N/A		\$ 22.48	N/A
	Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$ 7.42	
	Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5	N/A			\$ 15.55
/*/	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 4.81
/*/	DS I Service Provisioning, Initial, Install /3/	PENDING			\$ 142.36	
/*/	DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING			\$ 20.51	
/*/	DS 1 Service Provisioning, Additional, Install /3/	PENDING				\$ 96.33
/*/	DSI Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.25
	DS1 Loop, Administrative Activity, Install /3/	NR9OR			\$ 10.65	
	DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT			\$ 4.86	
DS3 Loop Non-Recurring Charges						
	DS3 Loop, Administrative Activity, Install /3/	NR9OY	N/A		\$ 10.65	N/A
	Design & Central Office	NR9O1	N/A		\$ 525.79	N/A
	Customer Connection	NR9O3	N/A		\$ 187.37	N/A
/*/	DS3 Service Provisioning, Initial, Install /3/	PENDING			\$ 151.68	
/*/	DS3 Service Provisioning, Initial, Disconnect /3/	PENDING			\$ 20.89	
/*/	DS3 Service Provisioning, Additional, Install /3/	PENDING				\$ 70.41
/*/	DS3 Service ProvisioninG, Additional, Disconnect /3/	PENDING				\$ 16.63
	DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ			\$ 4.86	
Enhanced Extended Loop (EEL) Service Order per LSR						
/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request,Install /3/	PENDING			\$ 6.89	
/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$ 4.20	
/*/	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 6.14
/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$ 51.78	
/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Manual, Analog{2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 48.55
/*/	Electronic, DSI Loop, Establishment Request, Install /3/	PENDING			\$ 11.39	
/*/	Electronic, DS I Loop, Establishment Request, Disconnect /3/	PENDING			\$ 6.00	
/*/	Electronic, DSI Loop, Subsequent Order /3/	PENDING				\$ 6.14
/*/	Manual, DSI Loop, Establishment Request, Install /3/	PENDING			\$ 57.23	
/*/	Manual, DSI Loop, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Manual, DSI Loop, Subsequent Order /3/	PENDING				\$ 48.55
/*/	Electronic, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$ 12.63	
/*/	Electronic, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$ 6.69	
/*/	Manual. DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$ 60.35	
/*/	Manual, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$ 35.48	
/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	PENDING			\$ 11.39	
/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING			\$ 6.00	
/*/	Manual, Non-channelized DS 1 EEL, Establishment Reauest, Install /3/	PENDING			\$ 57.23	
/*/	Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$ 12.63	
/*/	Electronic, CO Multiplexing. DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$ 6.69	
/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$ 60.35	
/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$ 35.48	
Enhanced Extended Loop (EEL) New Combination per Element						
/*/	2Wire Analog Loop Connection, Initial, Install /3/	PENDING			\$ 91.87	
/*/	2- Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 15.48	
/*/	2-Wire Analog(Loop Connection, Additional, Install /3/	PENDING				\$ 66.36

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/*/	2- Wire Analog/ Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.55
/*/	4-Wire Analog/ Loop Connection, Initial, Install /3/	PENDING			\$ 93.41	
/*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 17.04	
/*/	4-Wire Analog Loop Connection, Additional, Install /3/	PENDING				\$ 67.89
/*/	4- Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING				\$ 12.11
/*/	2-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 100.08	
/*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 14.98	
/*/	2-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 66.20
/*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.05
/*/	4-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 149.73	
/*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 24.23	
/*/	4-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 101.19
/*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 19.77
/*/	CO Multiplexing, DS I to Voice, Initial, Install /3/	PENDING			\$ 89.92	
/*/	CO Multiplexing, DSI to Voice, Initial, Disconnect /3/	PENDING			\$ 20.58	
/*/	CO Multiplexing, DSI to Voice, Additional, Install /3/	PENDING				\$ 47.86
/*/	CO Multiplexing, DSI to Voice, Additional, Disconnect /3/	PENDING				\$ 15.71
/*/	DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 148.01	
/*/	DSI Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS 1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	PENDING				\$ 104.44
/*/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	PENDING				\$ 34.03
/*/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 197.77	
/*/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 128.18
/*/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 199.34	
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial,disconnect /3/	PENDING			\$ 42.37	
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	PENDING				\$ 128.38
/*/	4- Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	PENDING				\$ 34.03
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	PENDING			\$ 251.22	
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	PENDING			\$ 42.37	
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	PENDING				\$ 162.29
/*/	4-Wire DSI Digital Loop to DSI Dedicated Transport Non-collocated, additional, Disconnect /3/	PENDING				\$ 34.03
/*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40	
/*/	DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 82.93
/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING				\$ 34.03
/*/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 214.23	
/*/	DS3 Dedicated Transport Non--collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 105.03
/*/	DS3 Dedicated Transport Non-collocated, Additional. Disconnect /3/	PENDING				\$ 34.03
/*/	Clear Channel Capability, Initial, Install /3/	PENDING			\$ 89.46	
/*/	Clear Channel Capability, Additional, Install /3/	PENDING				\$ 24.26
Special Access to Une Conversion per Activity						
/*/	Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	PENDING			\$ 83.69	
/*/	Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
/*/	Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from POP, DS1, Design and Coordination charge /3/	PENDING			\$ 83.69	
/*/	Channelized Facilitv from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
/*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING			N/A	

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/*/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
Special Access to UNE Convesions Per Circuit						
/*/	Project Administrative Activity /3/	PENDING			\$ 21.23	
Unbundled Local Switching with Shared Transport (ULS-ST)						
	ULS Usage (for ULS-ST)					
	Basic Analog Line Port /2/	USAGE	\$0.00			
	All other ULS-ST Ports /2/	USAGE	\$ 0.000879	per MOU	NA	NA
	ULS-ST Blended Transport MOU /2/	USAGE	\$ 0.000823	per MOU	NA	NA
	ULS-ST Intercarrier Compensation MOU /2/	USAGE	\$ 0.000836	per MOU	NA	NA
	ULS-ST Common Transport MOU /2/	USAGE	\$ 0.000513	per MOU	NA	NA
	ULS-ST Tandem Switching MOU /2/	USAGE	\$ 0.000295	per MOU	NA	NA
	ULS-ST SS7 Signaling Transport /2/	USAGE	\$ 0.000202	per Call	N/A	NA
	ULS-ST Daily Usage Feed /2/	USAGE	\$ 0.1070664	per Port	NA	NA
			T&M			
	ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied	TBD	Current Company Labor Rate		Current Company Labor Rate	
	and only after 3rd party OSS test is complete for Indiana) /1/					
	Miscellaneous Recurring Items					
	ULS Billing Establishment and Trunk Order Development					
	Per CLEC Establishment within SBC Midwest /3/	NHCCQ			\$ 2,167.31	
	ULS-ST					
	Basic Line Port - Residence only Port	PENDING	\$ 2.98		\$ 44.01	\$ 44.01
	Basic Line Port - Business only Port	PENDING	2.98		\$ 44.01	\$ 44.01
Custom Routing						
	Custom Routing, via LCC - New LCC, per LCC, per switch, Install /3/	UROPW	ICB		\$ 227.41	\$ 227.41
/*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Install /3/	PENDING			\$ 30.97	\$ 30.97
/*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Disconnect /3/	PENDING			\$ 30.97	\$ 30.97
/*/	Custom Routing, via AIN, of Os/DA per route, per switch, Install /3/	PENDING	ICB		\$ 92.96	\$ 92.96
/*/	Custom Routing, via AIN, of OS / DA per route, per switch, Disconnect /3/	PENDING			\$ 92.96	\$ 92.96
Unbundled Local Switching (ULS)						
	ULS Switching Usage, per Originating or Terminating MOU (statewide)	N/A	\$ 0.003444	MOU	N/A	NA
	ULS Daily Usage Feed (DUF), per message	N/A	\$ 0.000790	Per Message		
	Billing Establishment, per CLEC, per switch	NR9UJ			\$ -	\$ -
/*/	Service Coordination Fee, per CLEC bill, per switch appearance /3/	UFEPW	\$ -		N/A	NA
	ULS Unbundled Local Switching Ports					
/*/	Basic Line Port	PENDING	\$ 5.34		\$ 44.01	\$ 44.01
/*/	Ground Start Port	PENDING	\$ 5.77		\$ 44.01	\$ 44.01
/*/	DID Trunk Port	PENDING	\$ 10.69		\$ 44.01	\$ 44.01
/*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/*/	ISDN - Direct Port	PENDING	\$ 27.54		\$ 44.01	\$ 44.01
/*/	ISDN Prime Trunk Port	PENDING	\$ 122.03		\$ 662.01	\$ 662.01
/*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/*/	Digital Trunking Trunk Port	PENDING	\$ 86.13		\$ 662.01	\$ 662.01
/*/	ULS Trunk Port	PENDING	\$ 77.39		\$ 662.01	\$ 662.01
/*/	Centrex Basic Line Port	PENDING	\$ 9.61		\$ 44.01	\$ 44.01
/*/	Centrex ISDN Line Port	PENDING	\$ 45.03		\$ 44.01	\$ 44.01
/*/	Centrex EKL LIINE Port	PENDING	\$ 28.09		\$ 44.01	\$ 44.01
/*/	Centrex Attendant Console Line Port, Per Port	PENDING	\$ 88.62		\$ 88.00	\$ 88.00
	ISDN - Direct Port - National (BRI) - per telephone number	UZN	\$ 0.01			

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
	ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	\$ 0.01			
	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/*/	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/*/	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
UNE-P Port Charge						
	Basic Line Port- RES /3/ ~~11/~~	UJR	\$ 2.98		\$ 0.58	\$ 0.58
	Basic Line Port- BUS /3/ ~~11/~~	UPC	\$ 2.98		\$ 0.58	\$ 0.58
/*/	Basic Line Port, Disconnect per Port, Disconnect /3/	PENDING			\$ 0.18	\$ 0.18
	Analog Line Port-PBX 2W /3/	UVL	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W In /3/	U1L	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W Out /3/	UOL	\$ 5.34		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 2W Install per port, Install /3/	UPZ	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Line Port, Disconnect rer Port, Disconnect /3/	NR9FP			\$ 0.18	\$ 0.18
	Ground Start Port-PBX 1W In /3/	U1Z	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 1W Out /3/	UOZ	\$ 5.77		\$ 0.58	\$ 0.58
	DID Trunk Port per Port Channel, Initial, Install /3/	UPR	\$ 10.69		\$ 77.42	N/A
	DID Trunk Port - Add / Rearrange each Termination /3/	REAJG	N/A		\$ 20.65	N/A
	DID Trunk Port per Port Channel, Initial, Disconnect /3/	NR9FR			\$ 36.11	
/*/	DID Trunk Port per Port Channel. Additional, Install /3/	PENDING				\$ 5.43
/*/	DID Trunk Port per Port Channel, Additional, Disconnect /3/	PENDING				\$ 2.83
/*/	DID Trunk Port Add/Rearrange per Termination, Additional	PENDING				\$ 2.83
	ISDN Direct Port Install per Port, Install /3/	U2P	\$ 27.54		\$ 7.89	\$ 7.89
	ISDN Direct Port, Disconnect per Port, Disconnect /3/	NR9FQ			\$ 7.89	\$ 7.89
	ISDN BRI Port - Custom /3/	U25	\$ 27.54		\$ 7.89	\$ 7.89
	Centrex Basic Line Port install per port, Install /3/	U3XAA-CA	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAB-CB	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAD-CD	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAE-CE	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port, Disconnect per Port, Disconnect /3/	NR9F9			\$ 0.18	\$ 0.18
/*/	Centrex ISDN BRI Port - National	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
/*/	Centrex ISDN Line Port - Custom	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
	Centrex ISDN Line Port, Disconnect Per Port, Disconnect /3/	NR9VT			\$ 7.89	\$ 7.89
	Centrex EKL Line Port Install per Port, Install /3/	U3XAC-CC	\$ 28.09		\$ 4.02	\$ 4.02
	Centrex EKL Line Port Disconnect per Port, Disconnect /3/	NR9VU			\$ 3.81	\$ 3.81
	Centrex Attendant Console Line Port Install, per Port Install /3/	U6A	\$ 88.62		\$ 1.75	\$ 1.75
	Centrex Attendant Console Line Port Disconnect, per Port, Disconnect /3/	NR9VW			\$ 0.55	\$ 0.55
	ISDN Prime Trunk Port National, Install per Port, Install /3/	UZQZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port Custom, Install per Port, Install /3/	UZPZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port, Disconnect per Port, Disconnect /3/	NR9FU			\$ 67.06	\$ 67.06
	Digital Trunking Trunk Port, Install per Port, Install /3/	U9Z			\$ 77.42	\$ 77.42
	Digital Trunking Trunk Port, Disconnect per Port, Disconnect /3/	NR9FY			\$ 36.11	\$ 36.11
	ULS Trunk Port, Install per Port, Install /3/	UROPT			\$ 77.42	\$ 77.42
	ULS Trunk Port, Disconnect per Port, Disconnect /3/	NR9FZ			\$ 36.11	\$ 36.11
ULS and ULS-ST Port Non-Recurring Charges						
	Service Order - Line Port, per occasion /1/	NR9UU	NA		\$ 14.14	NA
/*/	Service Order - Subsequent - Basic, /3/	PENDING	NA		\$ 1.49	\$ 1.49
/*/	Service Order - Subsequent - Complex /3/	PENDING			\$ 55.83	\$ 55.83
/*/	Service Order - Subsequent - ULS Trunk Port /3/	PENDING			\$ 55.83	\$ 55.83
	Service Order - Trunk Port, per occasion	NR9UG	NA		\$ 324.65	NA
/*/	Service Order - Record Order, per occasion, Basic Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/*/	Service Order - Record Order, per occasion, Complex Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/*/	Service Order - Record Order, per occasion, ULS Trunk Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
	Port Conversion per Change /3/	REAKD	NA		\$ 0.41	\$ 0.41
Unbundled Port Features (ULS & UNE P)						
	Basic Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.30	
/*/	Basic Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING				\$ 0.30
/*/	Basic Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 0.30	

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/*/	Basic Port Feature Add/Change Translation Charge Disconnect - Additional /3/	PENDING				\$ 0.30
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 0.30	
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Additional /3/	PENDING				\$ 0.30
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect-Initial /3/	PENDING			\$ 0.30	
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect- Additional /3/	PENDING				\$ 0.30
/*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.62	
/*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING				\$ 0.62
/*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Initial /3/	PENDING			\$ 0.62	
/*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Additional /3/	PENDING				\$ 0.62
/*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 21.77	
/*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING				\$ 21.77
/*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 21.77	
/*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Additional /3/	PENDING				\$ 21.77
/*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 15.51	
/*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Additional /3/	PENDING				\$ 15.51
/*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Initial /3/	PENDING			\$ 15.51	
/*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Additional /3/	PENDING				\$ 15.51
/*/	DSI/ ULS Trunk Port Feature Add/Change Translation Charge Connect /3/	PENDING			\$ 15.51	\$ 15.51
/*/	DSI/ ULS Trunk Port Feature Add/Change Translation Charge disconnect /3/	PENDING			\$ 15.51	\$ 15.51
	<u>Unbundled Loops per Loop (XPU)</u>					
	New UNE-P Line Connection Charge, Initial, Install /3/	SEPUC			\$ 14.34	
/*/	New UNE-P Line Connection Charge, Additional, Install /3/	PENDING				\$ 8.77
	New UNE-P Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$ 4.25	
/*/	New UNE-P Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 2.68
	DS I Service Provisioning, Initial, Install /3/	NR9OU			\$ 142.36	\$ 142.36
	DS 1 Service Provisioning, Initial, Disconnect /3/	NR9OV			\$ 20.51	\$ 20.51
	<u>UNE Platform Migration Charges</u>					
	Manual UNE-POTS, Install /3/	NHCMQ			\$ 24.21	\$ 24.21
/*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	\$ 11.92
/*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$ 35.76	\$ 35.76
/*/	Manual UNE-P non-POTS, Disconnect /3/	PENDING			\$ 15.98	\$ 15.98
/*/	Electronic UNE-P POTS, Install /3/	PENDING			\$ 1.59	\$ 1.59
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	\$ 0.72
/*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 4.12	\$ 4.12
/*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	\$ 1.89
	POTS/ ISDN-BRI Migration Charge /3/	NRMGO	N/A		\$ 1.59	\$ 1.59
	<u>UNE - P Service Order Charge (New Combination)</u>					
/*/	Manual UNE-P POTS, Install /3/	PENDING			\$ 28.45	
/*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	
/*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$ 65.55	
/*/	Manual Non-POTS -Disconnect /3/	PENDING			\$ 15.98	
/*/	Electronic POTS, Install /3/	NRMGP			\$ 2.48	
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	
/*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 6.85	
/*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	
	<u>Subsequent, suspend or Restore, and Record UNE-P Service orders per LSR</u>					
	Basic Line Port, subsequent Request, suspend or Restoral Only /3/	NR9UV			\$ 0.79	
/*/	Basic Line Port, subsequent Request, Miscellaneous change /3/	PENDING			\$ 0.63	
	Basic Line Port, Record Request /3/	NR9F6			\$ 5.09	
	Complex Line Port, Record Request /3/	NR9F7			\$ 21.10	
	Trunk Port, Record Request /3/	NR9F8			\$ 21.10	
	<u>Unbundled Switch Port - Vertical Features</u>					
	<u>Analog Line Port Features (per feature per port):</u>					
	Call Waiting		\$ -		NA	
	Call Forwarding Variable		\$ -		NA	
	Call Forwarding Busy Line		\$ -		NA	

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
	Call Forwarding Don't Answer		\$ -		NA	
	Three-Way Calling		\$ -		NA	
	Speed Calling - 8		\$ -		NA	
	Speed Calling - 30		\$ -		NA	
	Auto Callback/Auto Redial		\$ -		NA	
	Distinctive Ring/Priority Call		\$ -		NA	
	Selective Call Rejection/Call Blocker		\$ -		NA	
	Auto Recall/Call Return		\$ -		NA	
	Selective Call Forwarding		\$ -		NA	
	Calling Number Delivery		\$ -		NA	
	Calling Name Delivery		\$ -		NA	
	Calling Number/Name Blocking		\$ -		NA	
Analog Trunk Port Features (per feature per port)						
	DID #s - per telephone number	UDM	\$ 0.01		NA	
	DID #S - per telephone number - ISDN	UZN	\$ 0.01		NA	
Unbundled Centrex System Options						
	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		\$ 407.35	NA
	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		\$ 407.35	NA
	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		\$ 407.35	NA
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog only system /3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex system Features Change or Rearrangement, per feature, per occasion -Analog/ISDN BRI mixed	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex System Features Change or Rearrangement, per feature, per occasion - ISDN BRI only system	REAJY	NA		\$ 46.49	\$ 46.49
Analog Line Port (ALP) Features for Unbundled Centrex						
	Centrex System Feature Activation, per feature, per occasion, Install /3/	NR9UE	\$ -		\$ 46.49	\$ 46.49
/*/	Centrex System Feature Activation, per feature, per occasion, Disconnect /3/	PENDING			\$ 46.49	\$ 46.49
System Features (per Centrex Common Block):		USFCB	\$ 310.38		NA	
	Centrex Common Block Establishment, per Common Block, Install /3/	USFCB			\$ 108.43	\$ 108.43
/*/	Centrex Common Block Establishment, per Common Block, Disconnect /3/	PENDING			\$ 77.45	\$ 77.45
/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.					
/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order and subject to modification as a					
	result of reconsideration, appeal, further IURC action, or other change of law.					
/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a					
	result of reconsideration, appeal, further IURC action, or other change of law.					
/*/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim					
	measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter.					
	Please contact your SBC Indiana local wholesale account manager with questions.					

Amendment To
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

Whereas, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana ("SBC Indiana" f/k/a AM IN) and Time Warner Telecom of Indiana, L.P. ("TWTC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on May 23, 2002, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the Appendix Physical Collocation and Appendix Virtual Collocation of the Agreement in its entirety with the new attached Appendix Physical Collocation and Appendix Virtual Collocation and attached (Collocation Rate Summaries) 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 existing Appendix Physical Collocation and Appendix Virtual Collocation in their entirety, excluding arrangements that are billed FCC rates and have not been certified as of the execution of this amendment, with the attached Appendix Physical Collocation and Appendix Virtual Collocation. The Parties further agree that the attached Appendix Physical Collocation and Appendix Virtual Collocation shall supercede and replace all rates, terms and conditions of the existing Appendix Physical Collocation and Appendix Virtual Collocation in their entireties without the necessity of physically removing the superceded Appendix Physical Collocation and Appendix Virtual Collocation from publicly filed Agreements such as those on file with the state public utility regulatory commission or SBC "CLEC Online" website.
2. The Parties further agree that the Individual Case Basis (ICB) Universal Service Order Code (USOCs) contained in the attached Appendix Physical Collocation and Appendix Virtual Collocation, which are replacing all current USOCs in the existing Collocation appendices in effect prior to the effective date of this Amendment, are subject to change and shall be superceded by Telecordia approved USOCs. Upon SBC's receipt of the Telecordia approved USOCs, SBC shall notify TWTC in writing within thirty (30) business days and the Parties will execute an amendment to the Agreement to incorporate Telecordia approved USOCs into the pricing schedules.
3. This Amendment shall not modify or extend the Effective Date or Term or Termination provisions under Section 5 of the General Term and Conditions, except that the effective date and term of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be as provided in Section 6 of this Amendment.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States

Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-INDIANA 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. 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.

6. The rates specified in Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall remain in effect through November 10, 2006. In the event the Parties elect to enter into a successor interconnection agreement no later than November 10, 2005 pursuant to the provisions of Section 5 of the General Terms and Conditions, the rates, terms and conditions of the Appendix Physical Collocation and Appendix Virtual Collocation attached to this Amendment shall be incorporated into any such successor interconnection agreement and the expiration date of the Appendix Physical Collocation and Appendix Virtual Collocation shall be made co-terminus with the expiration date of the successor interconnection agreement executed by the Parties. This Amendment will be filed with and subject to approval by the appropriate regulatory commission. This Amendment shall become effective ten (10) calendar days after the Commission approves this Amendment under Section 252(e) of the Act or, absent such Commission approval; the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date").

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership
Its general partner
By: Time Warner Telecom Holdings Inc.,
Its managing general partner

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent

Signature: _____

Signature: _____

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Title: _____

Title: *For/* President - Industry Markets

(Print or Type)

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

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 SBC INDIANA 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 SBC INDIANA'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 TWTC will obtain Virtual Collocation from SBC INDIANA 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, TWTC 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 SBC INDIANA tariff, and agree not to so purchase or attempt to so purchase from any SBC INDIANA 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 SBC INDIANA to enforce the foregoing (including if SBC INDIANA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to TWTC 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, SBC INDIANA 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 TWTC, SBC INDIANA 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 TWTC.
- 1.3 Upon request from a Collocator, SBC INDIANA will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of SBC INDIANA's premises, SBC INDIANA will offer Virtual Collocation wherein SBC INDIANA maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 19 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 15 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC INDIANA 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 15, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SBC INDIANA 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 15 is 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 SBC INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access as well as SBC

INDIANA provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with SBC INDIANA 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 SBC INDIANA.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC INDIANA within SBC INDIANA's Central Offices is contained in 19.36.1. (Rate Elements for SBC INDIANA Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC INDIANA within SBC INDIANA's CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for SBC INDIANA CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to SBC INDIANA for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC INDIANA provided Lawful UNEs when the Equipment is provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between SBC INDIANA and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in SBC INDIANA Central Offices and for interconnection with SBC INDIANA provided Lawful UNEs in SBC INDIANA Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at SBC INDIANA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC INDIANA CEVs, huts and cabinets. Upon request, SBC INDIANA will provide a listing of locations of SBC INDIANA'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 SBC INDIANA. Crossconnects 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 SBC INDIANA's Technical Publication <https://clec.sbc.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 SBC INDIANA under 47.U.S.C. § 251(c)(2) or accessing SBC INDIANA'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 SBC INDIANA's network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to SBC INDIANA'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. SBC INDIANA is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.

- 1.10.4 In addition, SBC INDIANA voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 SBC INDIANA does not allow collocation of other Multifunctional Equipment, except that SBC INDIANA 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 SBC INDIANA's network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to SBC INDIANA's Lawful UNEs for the provision of a telecommunications service. SBC INDIANA voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC INDIANA 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. SBC INDIANA will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 SBC INDIANA 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 SBC INDIANA and Collocator mutually agree to such placement, in SBC INDIANA'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"), SBC INDIANA voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC INDIANA Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in SBC INDIANA or (2) requested by Collocator and accepted by SBC INDIANA 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)). SBC INDIANA'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 SBC/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 SBC INDIANA network equipment areas of Eligible Structures by SBC INDIANA or Collocator must meet SBC INDIANA 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 SBC INDIANA) 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 SBC INDIANA and its contractors when engineering and installing equipment.
- 1.10.10 In the event that SBC INDIANA denied Collocation of Collocator's equipment, citing Safety Standards, SBC INDIANA will provide within five (5) business days of Collocator's written request to SBC INDIANA representative(s), a list of SBC INDIANA 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 SBC INDIANA equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA'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 SBC INDIANA chooses

to have its personnel present when the TWTC equipment is installed, then SBC INDIANA's presence will be at its own expense. However, if SBC INDIANA demonstrates that the TWTC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the TWTC is responsible for the quantifiable expense incurred by SBC INDIANA.

1.12 Federal Telecommunications Act of 1996 (the "Act")

1.12.1 SBC INDIANA provides Virtual Collocation for interconnection to SBC INDIANA 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 SBC INDIANA's Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).

1.12.2 The use of Virtual Collocation for (1) interconnection to SBC INDIANA or (2) access to SBC INDIANA's Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC INDIANA wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC INDIANA CEVs, huts and cabinets.

1.12.3 In addition, the following terms and conditions contained in the SBC INDIANA'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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA'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 SBC INDIANA'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 SBC INDIANA'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. SBC INDIANA 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 SBC INDIANA's facilities. SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA 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. SBC INDIANA and telecommunications carrier will mutually agree on the location of the designated space on SBC INDIANA premises where the adjacent structure will be placed. SBC INDIANA 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 SBC INDIANA or other collocators. SBC INDIANA 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 SBC INDIANA is not reached regarding the Custom Work Charge, SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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, SBC INDIANA shall file the appropriate interconnection agreement amendment. However, SBC INDIANA shall not delay completion of such work during the agreement approval process. SBC INDIANA 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 SBC INDIANA Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to SBC INDIANA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC INDIANA that house its network facilities, and all structures that house SBC INDIANA'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 SBC INDIANA may make a determination that space in an Eligible Structure is legitimately exhausted, SBC INDIANA 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 SBC INDIANA's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC INDIANA may reserve space for transport equipment for current year plus two years. Additionally, SBC INDIANA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC INDIANA or for future use by SBC INDIANA 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. SBC INDIANA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (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 SBC INDIANA's network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to SBC INDIANA or access to SBC INDIANA provided Lawful UNEs is ordered as set forth in SBC INDIANA's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES. SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA'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 14.4.16
- 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 SBC INDIANA property. Suitable replacements are to be immediately provided to SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA on anticipated additional Virtual Collocation requirements,
- 5.1.6 To the extent known, the Collocator is encouraged to provide SBC INDIANA with a listing of the equipment types that they plan to virtually collocate in SBC INDIANA's Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that SBC INDIANA 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, SBC INDIANA will begin development of the quotation. SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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, SBC INDIANA 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

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With <u>SBC INDIANA</u> installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With TWTC installation of bay/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), SBC INDIANA 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, SBC INDIANA 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. SBC INDIANA 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 SBC INDIANA will be installing all or some of the bays. SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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, SBC INDIANA will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 SBC INDIANA will provide TELEPHONE INVENTORY RECORD KEEPING SYSTEM (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to TWTC at collocation space turnover. This information is used to request access and line sharing services. TWTC 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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA 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, SBC INDIANA may perform necessary repairs without prior notification. The labor rates specified in Section 14.4.17 apply to SBC INDIANA Central Offices and SBC INDIANA CEVs, huts and cabinets and are applicable for all repairs performed by SBC INDIANA on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC INDIANA 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, SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA to remove the Collocator's equipment and facilities from SBC INDIANA'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. SBC INDIANA 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. SBC INDIANA shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC INDIANA will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC INDIANA or its contractors during the removal process. However, Collocator will indemnify and hold SBC INDIANA harmless for any damage done to virtually collocated equipment if SBC INDIANA permits the Collocator to hire a contractor approved by SBC INDIANA to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC INDIANA 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 TWTC Virtual Collocation equipment, SBC INDIANA may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC INDIANA 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 SBC INDIANA 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. INTENTIONALLY LEFT BLANK

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14. RATE REGULATIONS

- 14.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC INDIANA under section 251(c)(2) and for access to SBC INDIANA provided UNEs under 251(c)(3), when the Collocator provides the equipment.
- 14.2 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.
- 14.3 Rates and charges specific to Virtual Collocation for interconnection with SBC INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC INDIANA provided Lawful UNEs under 251(c)(3) in SBC INDIANA's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC INDIANA Central Offices). Rates and charges specific to Virtual Collocation for access to SBC INDIANA provided Lawful UNEs in SBC INDIANA CEVs, huts and cabinets are set forth on the Collocation Rate Summary of this Appendix (Rates and Charges for SBC INDIANA CEVs, huts and cabinets).

14.4 Rate Elements for SBC INDIANA 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 SBC INDIANA for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC INDIANA's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC INDIANA's Central Offices.

14.4.1 Planning Fee

- 14.4.1.1 The Planning Fee recovers SBC INDIANA 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 SBC INDIANA personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.2 Floor Space

- 14.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SBC INDIANA's Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary of this Appendix.

14.4.3 Relay Rack (Optional)

- 14.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by SBC INDIANA expressed as a monthly rate. SBC INDIANA'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 SBC INDIANA 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 of this Appendix.

14.4.4 Common Systems Materials

14.4.4.1 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 of this Appendix. 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.

14.4.5 Real Estate

14.4.5.1 These rate elements provide for SBC-INDIANA to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

14.4.5.2 Site Conditioning

14.4.5.2.1 Permits SBC INDIANA 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 of this Appendix

14.4.5.3 Safety and Security

14.4.5.3.1 Permits SBC INDIANA 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 of this Appendix.

14.4.6 Entrance Fiber Optic Arrangement

14.4.6.1 This sub-element provides for SBC INDIANA 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 of this Appendix.

14.4.6.2 Entrance Conduit, per sheath

14.4.6.2.1 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 of this Appendix.

14.4.7 DC Power Arrangement Provisioning

14.4.7.1 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 2-20 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, SBC INDIANA 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 of this Appendix.

14.4.8 DC Power Amperage Charge

14.4.8.1 DC Power per AMP

14.4.8.1.1 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 TWTC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPS), but SBC shall only bill TWTC 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 of this Appendix.

14.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

14.4.8.2.1 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 of this Appendix.

14.4.8.3 Ground Cable Arrangement

14.4.8.3.1 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 of this Appendix.

14.4.9 DS0 Voice Grade Interconnection Cable Arrangement

- 14.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between SBC INDIANA'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 of this Appendix.

14.4.10 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

- 14.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC INDIANA'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.

- 14.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary of this Appendix.

14.4.11 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

- 14.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between SBC INDIANA'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 of this Appendix.

14.4.12 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

- 14.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC INDIANA'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 of this Appendix.

14.4.13 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME (DSX)

- 14.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between SBC INDIANA'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 of this Appendix.

14.4.14 Fiber Interconnection Cable Arrangement

- 14.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between SBC INDIANA'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 of this Appendix.

14.4.15 Timing Source Arrangement (Optional)

- 14.4.15.1 SBC INDIANA provided single signal from SBC INDIANA's timing source to provide synchronization between a Collocator's single network element and SBC INDIANA'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 of this Appendix.

14.4.16 Training

- 14.4.16.1 SBC INDIANA is responsible for determining when training is necessary and how many of SBC INDIANA'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. SBC INDIANA will be limited to request training for four (4) of SBC INDIANA's personnel per location, unless a different number is mutually agreed upon by SBC INDIANA and Collocator.
- 14.4.16.2 The Collocator may have SBC INDIANA arrange for the required training of SBC INDIANA's personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary of this Appendix.
- 14.4.16.3 If SBC INDIANA 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:
- 14.4.16.3.1 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
 - 14.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for SBC INDIANA employee training.
 - 14.4.16.3.3 arrange and pay all costs associated with SBC INDIANA 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 SBC INDIANA employee training.
- 14.4.16.4 SBC INDIANA will work cooperatively with the Collocator to schedule SBC INDIANA'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 SBC INDIANA'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 of this Appendix will be assessed to the Collocator.

14.4.17 Maintenance and Repair Labor Rates

14.4.17.1 Maintenance of Equipment

14.4.17.1.1 This rate element is a labor rate charged by SBC INDIANA 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.

14.4.17.1.2 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 of this Appendix.

14.4.17.2 Repair of Equipment

14.4.17.2.1 This rate element is a labor rate charged by SBC INDIANA to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

14.4.17.2.2 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.

14.4.17.2.3 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 of this Appendix.

14.4.18 Collocation-to-Collocation Connection

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

14.4.18.1 Fiber Cable (12 Fiber)

14.4.18.1.1 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 of this Appendix.

14.4.18.2 Copper Cable (28 DS1s)

14.4.18.2.1 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 of this Appendix.

14.4.18.3 Coax Cable (1 DS3)

14.4.18.3.1 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 of this Appendix.

14.4.18.4 Cable Racking and Hole

14.4.18.4.1 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 of this Appendix.

14.4.18.5 Route Design

14.4.18.5.1 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 of this Appendix.

14.4.19 Equipment Evaluation Cost

14.4.19.1 This rate element is a labor rate charged by SBC INDIANA 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 of this Appendix.

14.4.20 Test and Acceptance

14.4.20.1 This rate element is a labor rate charged by SBC INDIANA 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 of this Appendix.

14.5 Rate Elements for SBC INDIANA's CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to SBC INDIANA's provided Lawful UNEs in SBC INDIANA's CEVs, huts and cabinets.

14.5.1 Entrance Cable Fiber

14.5.1.1 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.

- 14.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary of this Appendix.
- 14.5.2 Entrance Conduit
 - 14.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC INDIANA CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary of this Appendix.
- 14.5.3 DC Power Amperage Charge
 - 14.5.3.1 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 of this Appendix.
- 14.5.4 24-Foot CEV
 - 14.5.4.1 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 of this Appendix.
- 14.5.5 16-Foot CEV
 - 14.5.5.1 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 of this Appendix.
- 14.5.6 Maxi-Hut
 - 14.5.6.1 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 of this Appendix.
- 14.5.7 Mini-Hut
 - 14.5.7.1 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 of this Appendix.
- 14.5.8 Large Cabinet
 - 14.5.8.1 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 of this Appendix.
- 14.5.9 Medium Cabinet
 - 14.5.9.1 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 of this Appendix.

14.5.10 Small Cabinet

- 14.5.10.1 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 of this Appendix.

14.5.11 Project Coordination Fee

- 14.5.11.1 The project coordination fee provides for SBC INDIANA 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 of this Appendix.

15. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 15.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 15.2 For purposes of virtually collocating equipment, SBC INDIANA 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 SBC INDIANA and other Collocators.
- 15.3 After Collocator has been provided with written notification by SBC INDIANA 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, SBC INDIANA 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, SBC INDIANA shall not prevent the Collocator from entering the Eligible Structure. If SBC INDIANA does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC INDIANA shall deliver the requested documents to Collocator immediately upon locating same.
- 15.4 SBC INDIANA will provide a security escort with the Collocator paying the expense for the escort. SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA as described in Section 1.3 of this Appendix.
- 15.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC INDIANA with reasonable notice of the entry. Notice will be provided to SBC INDIANA'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 SBC INDIANA'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.

- 15.6 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 SBC INDIANA security standards. Disciplinary procedures shall be established in accordance with Section 16.3 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 SBC INDIANA or other Collocators in jeopardy.
- 15.7 SBC INDIANA 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.
- 15.8 SBC INDIANA 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 SBC INDIANA's equipment suppliers with equivalent access.
- 15.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

16. OBLIGATIONS OF THE COLLOCATOR

16.1 Indemnification of SBC INDIANA

- 16.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC INDIANA and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC INDIANA and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 16.1.2 Collocator shall indemnify and hold harmless SBC INDIANA, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC INDIANA where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC INDIANA or its employees. The provisions in this Section are reciprocal and applicable also to SBC INDIANA.
- 16.1.3 SBC INDIANA shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnatee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any

Indemnatee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC INDIANA and any other Indemnatee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC INDIANA and such Indemnatee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

16.2 Insurance

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

16.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC INDIANA and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury- each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

16.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

16.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC INDIANA will be named as an Additional Insured on the Commercial General Liability policy.

16.2.3 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. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

16.2.4 Collocator releases SBC INDIANA from and waives any and all right of recovery, claim, action or cause of action against SBC INDIANA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC INDIANA, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC INDIANA, and any rights of Collocator against SBC INDIANA for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC INDIANA has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

16.2.5 SBC INDIANA requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

- 16.2.6 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 SBC INDIANA as well. If a certificate is not received, SBC INDIANA will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.
- 16.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes SBC INDIANA, and SBC INDIANA may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC INDIANA will invoice Collocator for the costs incurred to so acquire insurance.
- 16.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:
- "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 16.2.9 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 16.2.10 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, the coverage requirements described above shall immediately apply.
- 16.3 Conduct While in SBC INDIANA Eligible Structures
- 16.3.1 Collocator and SBC INDIANA will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of SBC INDIANA for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocator or SBC INDIANA in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or SBC INDIANA in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other property of SBC INDIANA:
- 16.3.1.1 Theft or destruction of SBC INDIANA's or Collocator's property;
 - 16.3.1.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC INDIANA's property;
 - 16.3.1.3 Threats or violent acts against other persons on SBC INDIANA's property;
 - 16.3.1.4 Knowing violations of any local, state or federal law on SBC INDIANA's property;
 - 16.3.1.5 Permitting unauthorized persons access to SBC INDIANA or Collocator's equipment on SBC INDIANA's property; and
 - 16.3.1.6 Carrying a weapon on SBC INDIANA's property.
- 16.3.2 In addition, Collocator and SBC INDIANA will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC INDIANA or the Collocator of SBC INDIANA's policies and practices on security, safety, network reliability, and business conduct as defined in SBC INDIANA's Interconnector's Collocation Services

Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- 16.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC INDIANA security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC INDIANA's own employees and authorized contractors must undergo. SBC INDIANA will not, however, require Collocator to receive security training from SBC INDIANA, 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 SBC INDIANA's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC INDIANA.

17. COOPERATIVE RESPONSIBILITIES

17.1 Qualification of Collocator

- 17.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC INDIANA's security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC INDIANA's own employees and authorized contractors must undergo. SBC INDIANA will not, however, require Collocator to receive security training from SBC INDIANA, 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 SBC INDIANA's Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec> for Virtual Collocation in 13-STATES.

18. 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.

18.1 Rate Elements for SBC INDIANA's Offices

- 18.1.1 This security escort charge consists of the charges for SBC INDIANA 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 of this Appendix.

18.2 Rate Element for SBC INDIANA's CEV, Hut, and Cabinets

- 18.2.1 The security escort charge consists of the charges for SBC INDIANA 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 of this Appendix.

18.3 Application of Rates and Charges

18.3.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. 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.

19. 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 SBC INDIANA 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 19 following.

19.1 Interconnection Cable

19.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and SBC INDIANA Main Distribution Frame (MDF) or its equivalent by SBC INDIANA 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 19.2. If Collocator selects this option, SBC INDIANA will install and stencil termination blocks or panels at SBC INDIANA Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's SBC INDIANA Approved Vendor. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC INDIANA Approved Vendor must obtain an approved Method Procedure (MOP) from SBC INDIANA and follow SBC INDIANA's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.2 DC Power Arrangement Provisioning

19.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC INDIANA's Battery Distribution Fuse Bay (BDFB) by SBC INDIANA Approved Power Installation Vendor. When SBC INDIANA designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC

INDIANA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

- 19.2.2 The Collocator must contact SBC INDIANA project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC INDIANA Power Plant Primary Distribution, which will be performed by SBC INDIANA. 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.
- 19.2.3 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 19.1. Intervals and provisioning for this offering are found in Section 19.3.1 through 19.3.5. The Collocator's SBC INDIANA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC INDIANA and follow SBC INDIANA's Technical Publication TP 76300MP for installation of equipment and cable facilities.

19.3 Intervals and Provisioning

- 19.3.1 Implementation Intervals when TWTC hires SBC INDIANA Approved Vendor Installs Interconnection and Power Cabling
 - 19.3.1.1 SBC INDIANA 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 SBC INDIANA. SBC INDIANA 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 SBC INDIANA determines that Collocator's Virtual Collocation Application is unacceptable, SBC INDIANA shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC INDIANA 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 19.3 is for new and augment Virtual Collocation Applications and apply only when the Collocator installs interconnection and power cabling.
 - 19.3.1.2 The delivery interval relates to the period in which SBC INDIANA shall construct and turnover to the Collocator's SBC INDIANA Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SBC INDIANA receives a complete and accurate Virtual Collocation Application from the Collocator. The Collocator must provide SBC INDIANA, 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 SBC INDIANA has

received such response and payment. If the Collocator has not provided SBC INDIANA such response and payment by the twelfth (12th) calendar day after the date SBC INDIANA notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC INDIANA's receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval for Virtual Collocation is determined by SBC INDIANA 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 SBC INDIANA with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by SBC INDIANA 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 <u>metering region</u>	Overhead Iron/Racking Exists for Virtual Collocation <u>Space Use</u>	Overhead Iron/Racking Does Not Exist for Virtual Collocation <u>Space Use</u>	Additional Power or HVAC is Required for Virtual Collocation <u>Space Use</u>
1 – 10	60 calendar days	80 calendar days	180 calendar days
11 - 20	65 calendar days	85 calendar days	185 calendar days

19.3.1.3 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 SBC INDIANA 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 SBC INDIANA.

19.3.1.4 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 SBC INDIANA will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

19.3.1.5 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.

19.3.2 Payment

19.3.2.1 The second fifty percent (50%) payment must be received by SBC INDIANA prior to the space being turned over to the Collocator's SBC INDIANA Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's SBC INDIANA Approved Vendor by SBC INDIANA.

19.3.3 Cable Augments

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

- 19.3.3.1.1 168 DS1 connections and/or
- 19.3.3.1.2 48 DS3 connections and/or
- 19.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 19.3.3.1.4 12 fiber pair connections

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

19.3.3.3 The cabling Augment interval is determined by SBC INDIANA 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 SBC INDIANA with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by SBC INDIANA 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 <u>or metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>
1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

19.3.3.4 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 SBC INDIANA 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.

19.3.3.5 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:

19.3.3.6 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.

19.3.4 All Other Augments

19.3.4.1 For all Augments other than provided above, SBC INDIANA will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

19.3.5 Walk-Through Visit

19.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from SBC INDIANA'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 TWTC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

19.4 Rates Elements for SBC INDIANA Central Offices

19.4.1 DC Power Arrangement Provisioning

19.4.1.1 When the Collocator selects the option to install the power cable by SBC INDIANA 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 of this Appendix.

19.4.2 DS0 Voice Grade Cable Arrangement

19.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC INDIANA 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 of this Appendix.

19.4.3 DS-1 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA 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 of this Appendix.

19.4.4 DS-1 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA 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 of this Appendix.

19.4.5 DS-3 Interconnection Cable Arrangement to DIGITAL CROSS CONNECT SYSTEM (DCS)

19.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA 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 of this Appendix.

19.4.6 DS-3 Interconnection Cable Arrangement to DIGITAL SYSTEM CROSS-CONNECT FRAME

19.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA 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 of this Appendix

19.4.7 Fiber Interconnection Cable Arrangement

19.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC INDIANA 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 of this Appendix.

19.4.8 Collocation to Collocation Connection

19.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

19.4.8.1.1 Fiber Cable

19.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC INDIANA 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 of this Appendix.

19.4.8.2.1 Copper Cable

19.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC INDIANA 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 of this Appendix.

19.4.8.3.1 Coax Cable

- 19.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a SBC INDIANA 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 of this Appendix

19.4.8.4.1 Cable Racking and Hole

- 19.4.8.4.1.1 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 of this Appendix.

19.4.8.5.1 Route Design

- 19.4.8.5.1.1 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 of this Appendix.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

SBC INDIANA will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

This Appendix provides for the placing of Collocator telecommunications equipment and facilities on SBC INDIANA property for the purposes set forth in Section 1.3, following.

1.2 Scope

Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC INDIANA Eligible Structure as defined in Section 2, Definitions, following. The Collocator will lease the Dedicated Space from SBC INDIANA 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. SBC INDIANA will provide caged, shared caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SBC INDIANA will permit collocation in Adjacent Structures located on SBC INDIANA's property in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose.

1.3 Purpose

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 SBC INDIANA's Lawful Unbundled Network Elements (Lawful UNE) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective 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 SBC INDIANA 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, telecommunications carrier and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Physical Collocation directly from any SBC INDIANA tariff, and agree not to so purchase or attempt to so purchase from any SBC INDIANA tariff that provides for 251(c)(6) Physical Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC INDIANA to enforce the foregoing (including if SBC INDIANA fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Physical Collocation under tariff to telecommunications carrier or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, SBC INDIANA may either reject any application or order for 251(c)(6) Physical Collocation submitted under tariff, or without the need for any further contact with or consent from telecommunications carrier, SBC INDIANA may process any order for any 251(c)(6) Physical Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any

251(c)(6) Physical Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement, or (ii) the submission of the order by telecommunications carrier.

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 SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA'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 SBC INDIANA'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 SBC INDIANA'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. SBC INDIANA 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 SBC INDIANA's facilities. SBC INDIANA 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, SBC INDIANA 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 SBC INDIANA 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. SBC INDIANA and telecommunications carrier will mutually agree on the location of the designated space on SBC INDIANA premises where the adjacent structure will be placed. SBC INDIANA 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 SBC INDIANA or other collocators. SBC INDIANA 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 SBC INDIANA is not reached regarding the Custom Work Charge, SBC INDIANA shall complete construction of the Collocator's space pending resolution of the issue by the 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 SBC INDIANA shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC INDIANA 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, SBC INDIANA shall file the appropriate interconnection agreement amendment. However, SBC INDIANA shall not delay completion of such work during the agreement approval process. SBC INDIANA 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 SBC INDIANA Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to SBC INDIANA's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC INDIANA that house its network facilities, and all structures that house SBC INDIANA'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 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for SBC and for TWTC in SBC eligible structures in all collocation footprints areas and/or SBC common areas in the technologies and geographical locations for which they are approved SBC.
- 2.12 **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 SBC INDIANA may make a determination that space in an Eligible Structure is legitimately exhausted, SBC INDIANA 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 SBC INDIANA's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2 of this Appendix. In making this determination, SBC INDIANA may reserve space for transport equipment for current year plus two

- years. Additionally, SBC INDIANA may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC INDIANA or for future use by SBC INDIANA 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. SBC INDIANA may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Crossconnect System (DCS) up to anticipated customer growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.13 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.
- 2.14 Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.15 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.
- 2.16 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 SBC INDIANA's network.

3. LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS

3.1 Limitation of Liability

- 3.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either SBC INDIANA or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 3.1.2 Neither SBC INDIANA nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 3.1.3 Both SBC INDIANA and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third Party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements and/or tariffs.
- 3.1.4 The liability of either SBC INDIANA or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

3.2 Third Parties

- 3.2.1 SBC INDIANA also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be

close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

- 3.2.2 In addition to any other applicable limitation, neither SBC INDIANA 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 SBC INDIANA or the Collocator or its agents or employees.

3.3 Force Majeure Events

- 3.3.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4. RESPONSIBILITIES OF SBC INDIANA

4.1 Right to Use; Multiple Dedicated Spaces

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

4.2 Contact Numbers

- 4.2.1 SBC INDIANA is responsible for providing the Collocator personnel a contact number for SBC INDIANA 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 SBC INDIANA will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

- 4.3.1 SBC INDIANA is responsible for making best efforts to provide prompt verbal notification to the Collocator of significant outages or operations problems which could impact or degrade the Collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SBC INDIANA will provide written notification within twenty-four (24) hours. When trouble has been identified, SBC INDIANA is responsible for providing trouble status reports, consistent with Section 5.3 of this Appendix, when requested by the Collocator.

4.4 Service Coordination

- 4.4.1 SBC INDIANA is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

- 4.5.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Collocator's actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, SBC INDIANA 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 untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, SBC INDIANA 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 SBC INDIANA opts not to rebuild, then SBC INDIANA 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, SBC INDIANA must provide to the Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

- 4.5.1.2 Any obligation on the part of SBC INDIANA to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SBC INDIANA.

4.5.2 Damage to Eligible Structure

- 4.5.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SBC INDIANA's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC INDIANA, at its option, may terminate services provided via this Appendix by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

- 4.6.1 SBC INDIANA 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. SBC INDIANA

will provide such notification to the Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. SBC INDIANA will inform the Collocator as soon as practicable by telephone of all emergency-related activities that SBC INDIANA or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.7 Construction Inspections

- 4.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2 of this Appendix. If any travel expenses are incurred, the Collocator will be charged for the time SBC INDIANA's employees spend traveling and will be based on fifteen (15) minute increments.

5. OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

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

5.2 Contact Numbers

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

5.3 Trouble Report

- 5.3.1 The Collocator is responsible for making best efforts to provide prompt verbal notification to SBC INDIANA of significant outages or operations problems which could impact or degrade SBC INDIANA's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with Section 4.3 of this Appendix, when requested by SBC INDIANA.

5.4 Removal

- 5.4.1 The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the Physical Collocation arrangement. After such time, SBC INDIANA may remove the abandoned materials

and the Collocator is responsible for payment of any and all claims, expenses, fees or other costs associated with any such removal by SBC INDIANA, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SBC INDIANA harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste and Materials

- 5.5.1 The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all SBC INDIANA requirements. The Installation Supplier shall coordinate with the SBC INDIANA representative before any activity relating to hazardous material/waste is started. Interconnector's Guide for Collocation may be accessed via <https://clec.sbc.com/clec>, Products and Services, Collocation Services, Handbook 13State, Appendix B.

5.6 Safety

- 5.6.1 The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SBC INDIANA or other telecommunications carriers. The Installation Supplier shall immediately report to the SBC INDIANA representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC INDIANA premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC INDIANA premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

- 5.7.1 The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:
- 5.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1;
 - 5.7.1.2 its equipment;
 - 5.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 5.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Collocator and only if and as required; and
 - 5.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 5.7.2 SBC INDIANA neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

5.8.1.1 The Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

5.8.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC INDIANA and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

5.8.1.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SBC INDIANA will be named as an Additional Insured on the Commercial General Liability policy.

5.8.1.1.3 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.

5.8.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases SBC INDIANA from and waives any and all right of recovery, claim, action or cause of action against SBC INDIANA, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SBC INDIANA, its agents, directors, officers, employees, independent contractors, and other representatives.

5.8.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC INDIANA, and any rights of Collocator against SBC INDIANA for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC INDIANA has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

5.8.1.1.6 SBC INDIANA requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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 SBC INDIANA as well. If a certificate is not received, SBC INDIANA 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 SBC INDIANA, and SBC INDIANA may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC INDIANA will invoice Collocator for the costs incurred to so acquire insurance.

5.8.1.1.6.1 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

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

5.8.2 Self-Insured

5.8.2.1 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 5.8.1, Coverage Requirements, shall immediately apply.

6. ORDERING AND PROVISIONING

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

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

6.1.1.1 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 SBC INDIANA within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.

6.1.1.1.1 SBC INDIANA will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of

cage space for a single bay) and will ensure that the first collocator in a SBC INDIANA premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20 following.

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

6.1.1.1.3 The Collocator must comply with all methods, procedures and guidelines followed by SBC INDIANA in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 following will apply. If the Collocator elects to install or requests that SBC INDIANA provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 21.3 following applies.

6.1.1.2 Caged Shared Collocation - SBC INDIANA will provide Caged Shared Collocation as set forth in Section 7 following, "Use by Other Local Service Providers." Two or more collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 7.1 following. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

6.1.1.3 Caged Common Collocation – SBC INDIANA will provide Caged Common Collocation as set forth in Section 7.1.1 following.

6.1.1.4 Cageless Collocation - SBC INDIANA will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2 of this Appendix. Under this arrangement, SBC INDIANA will provide space in single bay increments, including available space adjacent to or next to SBC INDIANA'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. SBC INDIANA will not require Collocator to use an intermediate interconnection arrangement such as a POT frame. SBC INDIANA may take reasonable steps to protect its own equipment as provided in Section 6.1.2 of this Appendix. Accordingly, SBC INDIANA will not provide Collocator's personnel or agents with direct access to SBC INDIANA's main distribution frame.

6.1.1.5 Adjacent Space Collocation – Where Physical Collocation space within SBC INDIANA Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, SBC INDIANA will permit Collocator to physically collocate on SBC INDIANA's property in adjacent controlled environmental vaults or similar structures that SBC INDIANA uses to house telecommunication equipment, to the extent technically feasible. SBC INDIANA and telecommunications carrier will mutually agree on the location of the designated space on SBC INDIANA premises where the adjacent structure will be placed. SBC INDIANA 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. SBC INDIANA will offer the following increments of power to the Adjacent On-site structure: SBC INDIANA will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC INDIANA will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SBC INDIANA will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC INDIANA 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 SBC INDIANA or the Collocator. Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

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

6.1.1.5.2 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of the SBC INDIANA Central Office or Eligible Structure. Such arrangement shall be used for interconnection and 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 SBC INDIANA's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.

6.1.1.5.3 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. SBC INDIANA 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 SBC INDIANA's facilities. SBC INDIANA shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

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

6.1.1.6 SBC INDIANA 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 SBC INDIANA's Eligible Structures that such an arrangement is technically feasible.

6.1.2 Space Determination

6.1.2.1 As provided in Section 6.2 of this Appendix, SBC INDIANA shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application.

6.1.3 Security

6.1.3.1 Protection of SBC INDIANA's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, SBC INDIANA may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. SBC INDIANA may impose security arrangements as stringent as the security arrangements SBC INDIANA 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, SBC INDIANA may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SBC INDIANA will not impose more stringent security requirements than these. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. SBC INDIANA will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Collocator.

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

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

6.1.3.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC INDIANA's Technical Publications via <https://clec.sbc.com/clec>.

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

INDIANA in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SBC INDIANA property;

6.1.3.1.2.1 Theft or destruction of SBC INDIANA's or Collocator's property;

6.1.3.1.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on SBC INDIANA property;

6.1.3.1.2.3 Threats or violent acts against other persons on SBC INDIANA property;

6.1.3.1.2.4 Knowing violations of any local, state or federal law on SBC INDIANA property;

6.1.3.1.2.5 Permitting unauthorized persons access to SBC INDIANA or Collocator's equipment on SBC INDIANA's property; and

6.1.3.1.2.6 Carrying a weapon on SBC INDIANA property.

In addition, Collocator and SBC INDIANA will take appropriate disciplinary steps as determined by each Party to address any violations reported by SBC INDIANA or the Collocator of SBC INDIANA's policies and practices on security, safety, network reliability, and business conduct as defined in SBC INDIANA's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC INDIANA, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

6.1.3.1.3 Collocator will provide indemnification as set forth in Section 12 of this Appendix and insurance as set forth in Section 5.8 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC INDIANA -authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC INDIANA as well.

6.1.3.1.4 SBC INDIANA may use reasonable security measures to protect its equipment. In the event SBC INDIANA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC INDIANA may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC INDIANA's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.3.1.4.1 SBC INDIANA'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 SBC INDIANA's equipment. SBC INDIANA's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within SBC INDIANA's space. To the extent that SBC

INDIANA 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 SBC INDIANA's expense.

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

6.1.3.1.4.3 SBC INDIANA'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 SBC INDIANA's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

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

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

6.1.3.1.4.6 If SBC INDIANA 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 SBC INDIANA's equipment at the time the price quote is given.

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

6.1.4 Interval

6.1.4.1 SBC INDIANA will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Collocator will provide a completed Physical Collocation application form found in SBC INDIANA's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC INDIANA and will pay an initial Planning Fee (see Section 19. 2.1)

- 6.1.4.1.1 A Collocator wishing SBC INDIANA 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 SBC INDIANA to process the application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its application, SBC INDIANA 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 SBC INDIANA to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC INDIANA is unable to provide the Collocator's requested collocation method due to space constraints and the Collocator determines that it wishes SBC INDIANA to consider an alternative method of collocation, the Collocator would be required to submit an additional application. This would not result in incremental application costs to the Collocator as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of the Collocator's application and initial Planning Fee payment, SBC INDIANA will begin development of the quotation. SBC INDIANA will advise the Collocator of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 6.1.4 will apply where multiple applications are received). SBC INDIANA 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.
- 6.1.4.2 In responding to an application request, if space is available, SBC INDIANA shall advise the Collocator that its request for Physical Collocation is granted, and confirm the applicable nonrecurring and recurring rates, and the provisioning interval. SBC INDIANA will not select for Collocator the type of Physical Collocation to be ordered.
- 6.1.4.2.1 The Collocator has sixty-five (65) calendar days. After sixty-five (65) calendar days, a new application and Planning Fee are required. The Collocator has sixty-five (65) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable non-recurring charges.
- 6.1.4.3 SBC INDIANA 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 SBC INDIANA's Collocation Service Center (CSC) a complete and accurate application for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from the Collocation Rate Summary of this Appendix and fifty percent (50%) of nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.
- 6.1.4.3.1 A sixty (60) calendar day interval will apply only when the Collocator requests any of the following augments; 1) SBC INDIANA will perform a cage expansion of 300 square feet or less immediately adjacent to Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists)

and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area between one Collocator and another Collocator provided the Collocator is interconnected with SBC INDIANA's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

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

6.1.4.3.3 The construction interval for these other augments will not exceed ninety (90) days. SBC INDIANA will work cooperatively with Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

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

6.1.5 Application Quotation Interval for Physical

6.1.5.1 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

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

6.1.5.3 The Collocator may obtain a shorter response interval than are set forth above by scheduling a meeting with SBC INDIANA at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize the Collocator's applications.

6.1.5.4 Any major revision to an application will be treated as a new application following the guidelines in Section 6.1.9 following and will be subject to the time intervals set forth above.

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

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

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

6.1.6.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.7 Cageless Physical Collocation Installation Interval

6.1.7.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted.

6.1.7.2 Where space suitable for Central Office equipment (Active Central Office Space) is available, SBC INDIANA 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.) If the available space is not suitable for Central Office equipment (Other Central Office Space) and must be converted to Active Central Office Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed.

6.1.7.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 6.1.9 following.

6.1.8 SBC INDIANA 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 50% of all applicable non-recurring charges where SBC INDIANA will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Eligible Structure apply where the Collocator is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC INDIANA will add thirty (30) calendar days to the provisioning interval.

6.1.9 Adjacent Space or Other Physical Collocation Arrangement Installation Intervals

6.1.9.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 6.1.1 (D) and (E) above will be reasonably related to the complexity of accommodating the requested arrangement.

6.1.10 Revisions

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

6.2 Space Availability Determination and Resolution

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

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

6.2.1.2 SBC INDIANA will file a copy of the notification letter denying the Collocator's request with the appropriate Commission. In the event of a denial, SBC INDIANA 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 plans documented as provided for in Section 3.8 of the Interconnector's Collocation Services Handbook <https://clec.sbc.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.

6.2.1.3 In the event SBC INDIANA 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 SBC INDIANA's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

- 6.2.1.4 Prior to the inspection tour, a “Reciprocal Non-disclosure Agreement” shall be signed by the designated Company representative and the designated agent for the Collocator, who will participate in the tour.
- 6.2.1.5 SBC INDIANA 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. SBC INDIANA's representative will accompany and supervise the Collocator agent on the inspection tour.
- 6.2.1.6 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise SBC INDIANA. The Collocator and SBC INDIANA shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC INDIANA 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 SBC INDIANA to justify the basis for any denial of collocation requests.
- 6.2.2 SBC INDIANA will submit to a requesting carrier a report indicating SBC INDIANA's available collocation space in a particular SBC INDIANA Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SBC INDIANA is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

- 6.2.2.1 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 6.2.2.2 SBC INDIANA shall maintain a publicly available document for viewing on the Internet indicating its Eligible Structures, if any, that have no space available for Physical Collocation. SBC INDIANA will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC INDIANA, such information will be placed on the website <https://clec.sbc.com/clec>. SBC INDIANA will update the public document on the first day of each month to include all newly available information.
- 6.2.2.3 To the extent SBC INDIANA has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SBC INDIANA is taking to make additional space available for collocation. In order to increase the amount of space available for collocation, SBC INDIANA 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 shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2 of this Appendix under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

- 6.3.1 When SBC INDIANA 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. SBC INDIANA will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC INDIANA will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SBC INDIANA, 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 SBC INDIANA's reasonable discretion. In addition, a Collocator's presence in SBC INDIANA Central Offices or adjacent space collocation structures should not prevent SBC INDIANA from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 6.3.2 If SBC INDIANA determines that a Collocator must relocate due to any of the above reasons, SBC INDIANA 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 SBC INDIANA and the Collocator, unless the Parties agree to a different financial arrangement.
- 6.3.3 If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SBC INDIANA shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

- 6.4.1 Unless there are unusual circumstances, SBC INDIANA will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SBC INDIANA completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC INDIANA's network or obtain

access to SBC INDIANA Lawful UNEs within one hundred eighty (180) days after receipt of such notice. In the event that SBC INDIANA has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC INDIANA allows the Collocator to interconnect. SBC INDIANA, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline.

- 6.4.2 If the Collocator fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC INDIANA 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 SBC INDIANA or obtain access to SBC INDIANA Lawful UNEs by that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
 - 6.4.3 For purposes of this Section, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SBC INDIANA'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 SBC INDIANA's network or to obtain access to SBC INDIANA's Lawful UNEs, for the purpose of providing this service.
 - 6.4.4 If the Collocator causes SBC INDIANA to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SBC INDIANA the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.
- 6.5 Cancellation Prior to Due Date
- 6.5.1 In the event that the Collocator cancels its order after SBC INDIANA has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SBC INDIANA has been paid the entire amounts due under this Appendix, then in addition to other remedies that SBC INDIANA might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SBC INDIANA shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.
- 6.6 Billing
- 6.6.1 Remittance in full of all bills rendered by either Party is due within thirty (30) calendar days of each bill date ("the Bill Due Date").
 - 6.6.2 Billing Dispute Resolution
 - 6.6.2.1 In the event of a bona fide dispute between a Collocator and SBC-13STATE regarding any bill for anything ordered from this Appendix, Collocator shall, prior to the Bill Due Date, give written notice to SBC-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question,

(c) any Universal Service Order Code (USOC) information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this Appendix and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

6.6.3 Third Party Escrow Agent

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

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

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

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

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

6.6.3.1.5 The escrow account is an interest bearing account;

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

6.6.4 Disputed Amounts

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

6.6.5 Investigation Report

6.6.5.1 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this Appendix, SBC INDIANA shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SBC INDIANA will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.5 of this Appendix, the Collocator must notify SBC INDIANA in writing within thirty (30) days following receipt of the results of SBC INDIANA's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.6 of this Appendix.

6.6.6 Informal Resolution of Billing Disputes

6.6.6.1 Upon receipt by SBC INDIANA of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.7 Formal Resolution of Billing Disputes

6.6.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 6.6.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.5 of this Appendix.

6.6.7.2 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to the non-procedural rules of the appropriate Commission or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. An arbitration will be held in the state in which the dispute arose or in another location agreed to by the Parties if the dispute is regional in nature. The arbitration hearing will be requested to commence within sixty (60) calendar 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 thirty (30) calendar days after the close of hearings. The Federal

Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages (as defined in the underlying Agreement), 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties shall work cooperatively to implement the arbitration award within the time parameters stated in the award. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.8 Arbitration

6.6.8.1 Disputes subject to elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

6.6.8.2 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 thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have 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 Appendix.

6.6.8.3 The times specified in this Section 6.6.8 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, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.6.9 Cooperation Between Parties

6.6.9.1 Immediately upon resolution of any billing dispute, SBC INDIANA and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

6.6.9.1.1 SBC INDIANA shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days

after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC INDIANA shall be disbursed to SBC INDIANA by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC INDIANA any difference between the amount of accrued interest SBC INDIANA received from the escrow disbursement and the amount of Late Payment Charges SBC INDIANA billed and is entitled to receive pursuant to Section 6.7 of this Appendix.

6.6.10 Failure to Make Payment

6.6.10.1 Failure by the Collocator to pay any charges determined to be owed to SBC INDIANA within the time specified in Section 6.6.8 shall be grounds for immediate re-entry and termination of services provided under this Appendix.

6.6.11 Billing for Caged Shared and Caged Common Collocation Arrangements

6.6.11.1 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, SBC INDIANA shall bill the original collocator for space. However, SBC INDIANA 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 SBC INDIANA for floor space and all other applicable interconnection arrangements.

6.7 Late Payment Charge

6.7.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC INDIANA as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SBC INDIANA's intrastate access services tariff and (b) the highest rate of interest that may be charged under SBC INDIANA law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

6.8.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC INDIANA's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Collocator's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the Collocator where the interruption is due to the actions or negligence of SBC INDIANA.

- 6.8.2 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.
- 6.8.3 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.
- 6.8.4 When a third Party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third Party vendor.

7. USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SBC INDIANA, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SBC INDIANA.
- 7.2 SBC INDIANA will make shared collocation cages available to all collocators. A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators. In making shared cage arrangements available, SBC INDIANA may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating Party. In those instances where SBC INDIANA receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC INDIANA will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
- 7.2.1 SBC INDIANA will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC INDIANA within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more collocators have provided SBC INDIANA with their forecasted space requirements accompanied with a firm order and twenty five percent (25%) of non-recurring charges for the forecasted space as deposit.
- 7.2.2 When these criteria have been met, SBC INDIANA will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC INDIANA will construct the cage to the collocators' combined forecasts for the initial year. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.11 of this Appendix.
- 7.3 SBC INDIANA will not place unreasonable restrictions on Collocator's use of a cage, and as such will allow Collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SBC INDIANA's

charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC INDIANA utilize a shared collocation cage, SBC INDIANA will permit each collocator to order Lawful UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

8. FIBER OPTIC CABLE AND DEMARCATION POINT

8.1 Fiber Optic Cable Entrances

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

8.1.2 SBC INDIANA shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SBC INDIANA cable. SBC INDIANA will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SBC INDIANA also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC INDIANA 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 SBC INDIANA 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 SBC INDIANA shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SBC INDIANA and the Collocator(s) in the first twelve (12) months.

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

8.2 Demarcation Point

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

9. USE OF DEDICATED SPACE

9.1 Nature of Use

9.1.1 In accordance with section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to SBC INDIANA under 47.U.S.C. § 251(C) (2) or accessing SBC INDIANA's Lawful UNEs under 47.U.S.C. § 251(C) (3) of the Act. 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 SBC INDIANA's network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to SBC INDIANA's Lawful UNEs "for the provision of a telecommunications service."

- 9.1.2 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. SBC INDIANA's not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
- 9.1.3 In addition, SBC INDIANA voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/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 customer premises shall be considered network terminating equipment."
- 9.1.4 SBC INDIANA does not allow collocation of other Multifunctional Equipment, except that SBC INDIANA 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 SBC INDIANA's network for the transmission and routing of Telephone Exchange service or Exchange Access or for access to SBC INDIANA's Lawful UNEs for the provision of a telecommunications service. SBC INDIANA voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other Multifunctional Equipment only if SBC INDIANA and Collocator mutually agree to such collocation.
- 9.1.5 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. SBC INDIANA will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 9.1.6 SBC INDIANA 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 SBC INDIANA and Collocator mutually agree to such placement, in SBC INDIANA's premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 9.1.7 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"), SBC INDIANA voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in SBC INDIANA's Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC INDIANA or (2) requested by Collocator and accepted by SBC INDIANA 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)). SBC INDIANA'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 SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.

- 9.1.8 SBC INDIANA does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 9.1.9 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SBC INDIANA will provide the necessary backup power to ensure against power outages.
- 9.1.10 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on SBC INDIANA grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.
- 9.2 Equipment List
- 9.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 10.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC INDIANA, which consent shall not be unreasonably withheld.
- 9.2.2 Subsequent Requests to Place Equipment
- 9.2.2.1 The Collocator shall furnish SBC INDIANA a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.
- 9.2.3 Limitations
- 9.2.3.1 SBC INDIANA's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities by a Collocator, is limited only to the extent that SBC INDIANA would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other Party to which it provides interconnection. SBC INDIANA will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC INDIANA, its affiliates or other Parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

- 9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities necessary (as defined by the FCC) for interconnection to SBC INDIANA or access to SBC INDIANA's Lawful UNEs. 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 SBC INDIANA with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.
- 9.3.2 SBC INDIANA will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC INDIANA 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 SBC INDIANA's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 of this Appendix).
- 9.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SBC INDIANA, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 9.3.4 SBC INDIANA 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 SBC INDIANA and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SBC INDIANA's personnel.

9.4 Threat to Personnel, Network or Facilities

- 9.4.1 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC INDIANA's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

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

9.6 Personal Property and Its Removal

- 9.6.1 In accordance with and subject to the conditions of this Appendix, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SBC INDIANA standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personalty and may be

removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Section 9.7 following.

9.7 Alterations

- 9.7.1 In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SBC INDIANA. SBC INDIANA shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC INDIANA has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SBC INDIANA provided construction shall be paid by the Collocator in accordance with SBC INDIANA's custom work order process.

10. STANDARDS

10.1 Minimum Standards

- 10.1.1 All types of network equipment placed in SBC INDIANA network equipment areas of Eligible Structures by SBC INDIANA or Collocator must meet SBC INDIANA 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 SBC INDIANA) 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 SBC INDIANA and its contractors when engineering and installing equipment.
- 10.1.2 In the event that SBC INDIANA denied Collocation of Collocator's equipment, citing safety standards, SBC INDIANA will provide within five (5) business days of Collocator's written request to SBC INDIANA representative(s), a list of SBC INDIANA equipment which SBC INDIANA locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such Company equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 10.1.3 In the event SBC INDIANA 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 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, SBC INDIANA or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 10.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC INDIANA 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 6.6.7.2 and 6.6.8 above.

10.2 INTENTIONALLY LEFT BLANK

10.3 Compliance Certification

10.3.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2, Equipment List; Section 9.2.1, Subsequent Requests to Place Equipment; or otherwise, shall be compliant with minimum safety standards set forth in Section 10.1.

11. RE-ENTRY

11.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of SBC INDIANA's written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC INDIANA may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any one 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 SBC INDIANA might have.

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

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

12. INDEMNIFICATION OF SBC INDIANA

12.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between SBC INDIANA and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.

- 12.2 Collocator shall indemnify and hold harmless SBC INDIANA the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SBC INDIANA where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC INDIANA or its employees. The provisions in this Section are reciprocal and applicable also to SBC INDIANA.
- 12.3 SBC INDIANA shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC INDIANA and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC INDIANA and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13. SERVICES AND MAINTENANCE

13.1 Operating Services

- 13.1.1 SBC INDIANA 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 SBC INDIANA tariffs.

13.2 Maintenance

- 13.2.1 SBC INDIANA shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

- 13.4.1 Except for Section 15, SBC INDIANA agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality,

county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14. SBC INDIANA's RIGHT OF ACCESS

- 14.1 SBC INDIANA, its agents, employees, and other SBC INDIANA 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 SBC INDIANA hereunder, and for any other purpose deemed reasonable by SBC INDIANA. SBC INDIANA 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 SBC INDIANA equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC INDIANA will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15. GENERAL

- 15.1 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 19.2 of this Appendix. SBC INDIANA allocates the charges for space preparation and security charges on a prorated basis so the first Collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements, Remote Switch Module (RSM) related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. SBC INDIANA 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 SBC INDIANA vehicles and which are designated as reserved. SBC INDIANA shall not unreasonably reserve for its own use all parking at the Eligible Structure.
- 15.3 Collocator shall be allowed to have reasonable use of and access to loading docks. Collocator and SBC INDIANA are required to follow all posted traffic and SBC INDIANA signs and follow all applicable parking and traffic laws and ordinances.
- 15.4 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.
- 15.5 If SBC INDIANA 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, SBC INDIANA will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 15.6 Should SBC INDIANA benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two, and so on.
- 15.7 Should SBC INDIANA 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), SBC INDIANA shall absorb all of the costs related to such an upgrade.

15.8 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to Lawful UNEs are as set forth in the Agreement.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary of this Appendix.
- 16.2 SBC INDIANA 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 SBC INDIANA for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SBC INDIANA will permit Collocator to review the contractor invoices.
- 16.3 To insure efficient use of space, SBC INDIANA will provide a Physical Collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SBC INDIANA will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SBC INDIANA will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocator.
- 16.4 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC INDIANA, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC INDIANA, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.5 The Collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC INDIANA provide and install a POT Frame, to be placed in the Collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SBC INDIANA may still provide and install the required DC power panel.

17. CHARGES

17.1 Monthly Charges

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

17.2 Nonrecurring Charges

- 17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SBC INDIANA fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section

16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

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

17.3 Individual Case Basis (ICB)

17.3.1 SBC INDIANA 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.

17.4 Application of Rates and Charges

17.4.1 Beginning on and after the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE], 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 OR AMENDMENT, AS APPLICABLE], to all existing TWTC collocation arrangements, including those established before the Effective Date [OF THIS AGREEMENT OR AMENDMENT, AS APPLICABLE]. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

18. REGENERATION

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and SBC INDIANA'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.

19. RATE REGULATIONS

19.1 Determination of Charges Not Established in Collocation Rate Summary (Custom Work Charges).

19.1.1 Rate Elements - In the event that SBC INDIANA 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, SBC INDIANA shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

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

19.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary of this Appendix.

19.2.1 Planning Fees

19.2.1.1 The Planning Fee, as specified in SBC INDIANA's Interconnector's Collocation Services Handbook for Physical Collocation in SBC INDIANA, recovers SBC INDIANA's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Collocator's Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 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 SBC INDIANA 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 of this Appendix.

19.2.2 Floor Space Charges

19.2.2.1 Caged Collocation

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

19.2.2.1.2 SBC INDIANA will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., 50 square feet of cage space for a single bay), and will ensure that the first Collocator in SBC INDIANA premises will not be responsible for the entire cost of site preparation and security. 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 19.2 following. The Collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

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

19.2.2.1.4 If the Collocator elects to install, or requests that SBC INDIANA 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 of this Appendix applies.

19.2.2.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC INDIANA within SBC INDIANA:

- Construction costs
- Operating costs

19.2.2.1.4.2 Site Conditioning Charge, per square foot

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

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

19.2.2.1.4.3 Common Systems Materials Charge

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

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

19.2.2.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by SBC INDIANA 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 SBC INDIANA equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

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

19.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

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

19.2.2.2 Cageless Collocation

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

19.2.2.2.2 SBC INDIANA 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 SBC INDIANA premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Collocator will be based upon the number of frames used by each Collocator.

19.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for SBC INDIANA within SBC INDIANA:

- Construction costs
- Operating costs

19.2.2.2.2.2 Site Conditioning Charge

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

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

19.2.2.2.2.3 Cageless Common Systems Materials Charge

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

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

19.2.2.2.2.4 Safety and Security

This charge represents reasonable costs incurred by SBC INDIANA 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 SBC INDIANA equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

19.2.2.3 Caged Common Collocation in SBC INDIANAs

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

19.2.2.3.2 Caged Common Collocation space will be provided where space permits when five (5), or more collocators have provided SBC INDIANA with their forecasted space requirements accompanied with a firm order and twenty-five percent (25%) of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SBC INDIANA will construct a common cage minimum of 550 sq. ft. of space unless collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SBC INDIANA will construct the cage to the collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

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

19.2.2.3.4 SBC INDIANA will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in SBC INDIANA's premises will be responsible only for its pro rata share of the cost of site preparation and security.

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

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

19.2.2.3.6.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC INDIANA within SBC INDIANA.

- Construction costs
- Operating costs

19.2.2.3.6.2 Site Conditioning Charge

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

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

19.2.2.3.6.3 Common Systems Materials Charge

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

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

19.2.2.3.6.3 Safety and Security

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

- Interior Security Partition separating SBC INDIANA equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment

- Secure ID/password protection for computer systems
- Emergency exit door alarms

19.2.2.3.6.3.1 In the event SBC INDIANA elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate SBC INDIANA's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to telecommunications carriers equipment that is collocated under cageless option.

19.2.2.3.6.4 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
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

19.2.2.3.6.5 REMOTE SWITCH MODULE (RSM) Option

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

19.2.3 DC Power Amperage Charge

19.2.3.1 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 TWTC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPs),but SBC shall only bill TWTC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator,

batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

19.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

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

19.2.4 DC Power Arrangement Provisioning

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

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

19.2.5.1 This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by SBC INDIANA.

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

19.2.6.1 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 SBC INDIANA technical support. This rate element may be provided by SBC INDIANA.

19.2.7 Eligible Structure Ground Cable Arrangement, Each

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

19.2.8 Security Cards

19.2.8.1 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 of this Appendix. SBC INDIANA will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website <https://clec.sbc.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 SBC INDIANA will issue the access and/or ID cards as soon as reasonably practical.

19.2.9 Standard Frame or Cabinet, Each (Optional)

19.2.9.1 The Collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC INDIANA or may request that SBC INDIANA provide and install the bay or cabinet in the cageless space only. If the Collocator elects for SBC INDIANA to provide a bay or cabinet, the rates and charges are as found in the Collocation Rate Summary of this Appendix. When, at the Collocator's option, a bay or cabinet is placed in space designated by SBC INDIANA, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SBC INDIANA facilities, previously referred to as "Point of Termination (POT) bay."

19.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

19.2.10.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC INDIANA designated manhole and the cable vault of the Eligible Structure.

19.2.11 Entrance Fiber Charge, Per Cable Sheath

19.2.11.1 The Entrance Fiber Charge reflects the time interval spent by SBC INDIANA in pulling the Collocator's cable facilities from SBC INDIANA designated manhole, through SBC INDIANA cable vault and through SBC INDIANA cable support structure to the Collocator's equipment.

19.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

19.2.12.1.1.1 SBC INDIANA-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC INDIANA network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to SBC INDIANA Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC INDIANA'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 of this Appendix.

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

19.2.12.1.2.1 SBC INDIANA-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Collocator's optional POT Frame or equipment bay and SBC INDIANA network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to

SBC INDIANA Main Distribution Frame. If regeneration is required because the cabling distance between the Collocator's POT bay or termination point located in an Adjacent Structure and SBC INDIANA'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 of this Appendix.

19.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

19.2.13 Optical Circuit Arrangement

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

19.2.14 Bits Timing (Per two circuits) (Optional)

19.2.14.1 SBC INDIANA provided single signal from SBC INDIANA timing source to provide synchronization between a Collocator's single Network Element and SBC INDIANA's equipment.

19.2.15 Timing Interconnection Arrangement (Optional)

19.2.15.1 Timing lead (1 pair) of wires provided by SBC INDIANA to the Collocator's dedicated Collocator's Physical Collocation space or optional POT frame or equipment bay.

19.2.16 Collocation Availability Space Report Fee

19.2.16.1 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 SBC INDIANA is undertaking to make additional space available for collocation.

19.2.17 Pre-visits

19.2.17.1 General Applications

19.2.17.1.1 Prior to submitting an application, the prospective Collocator may elect to arrange with SBC INDIANA 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 SBC INDIANA's Eligible Structures must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Collocator will not be allowed to take photographs, make copies of SBC INDIANA site-specific drawings or make any notations.

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

19.2.18 Construction Inspections

19.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, the Collocator will be charged for the time SBC INDIANA employees spend traveling and will be based on fifteen (15)-minute increments.

19.2.19 Adjacent On-site Structure Arrangements

19.2.19.1 Adjacent On-site Structure Arrangements

19.2.19.1.1 If a Collocator elects to provide an Adjacent On-site structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside SBC INDIANA Eligible Structure, SBC INDIANA will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in the Collocation Rate Summary of this Appendix. In addition, should the Collocator elect to have SBC INDIANA provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

19.2.19.2 Adjacent On-site Planning Fee

19.2.19.2.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and SBC INDIANA on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the

Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

19.2.20 Adjacent Off-site Arrangement

19.2.20.1 Adjacent Off-site Structure Arrangements

19.2.20.1.1 If the Collocator elects to provide an Adjacent Off-site structure as defined in 2.0 of this Appendix and as described in Section 6.1.1 preceding, when all available space is Legitimately Exhausted inside SBC INDIANA Eligible Structure and Collocator's Adjacent On-site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SBC INDIANA 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 SBC INDIANA's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in the Collocation Rate Summary of this Appendix.

19.2.20.2 Planning Fee Adjacent Off-site Arrangement

19.2.20.2.1 Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent Off-site structure and SBC INDIANA on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary of this Appendix.

19.2.21 Conduit Space for Adjacent Off-site Arrangement

19.2.21.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between SBC INDIANA designated manhole and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

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

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

19.2.23 Miscellaneous Charges (Optional)

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

19.2.24 Collocation to Collocation Connection

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

19.2.24.1.1 Fiber Cable (12 Fibers Pair)

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

19.2.24.1.2 Copper Cable (28 DS1s)

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

19.2.24.1.3 Coax Cable (1 DS3)

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

19.2.24.1.4 Cable Racking and Hole

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

19.2.24.1.5 Route Design

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

20. RATES AND CHARGES – ILEC PRICING SCHEDULE

(See the Collocation Rate Summary of this Appendix)

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

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an SBC INDIANA 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 the Collocation Rate Summary of this Appendix.

- 21.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and SBC INDIANA Main Distribution Frame or its equivalent by SBC INDIANA Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.2 below. If Collocator selects this option, SBC INDIANA will install and stencil termination blocks or panels at SBC INDIANA 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 21.3. The Collocator's SBC INDIANA Approved Vendor must obtain an approved Method Procedures (MOP) from SBC INDIANA and follow SBC INDIANA's Technical Publication TP 76300MP for installation of equipment and facilities;
- 21.2 The Collocator has the option to provide, install, and terminate its power cable leads between Collocator's Dedicated Space and SBC INDIANA's Battery Distribution Fuse Bay (BDFB) by using an SBC INDIANA Approved Power Installation Vendor. When SBC INDIANA designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC INDIANA Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact SBC INDIANA Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC INDIANA Power Plant Primary Distribution, which will be performed by SBC INDIANA. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.1 above. Intervals and provisioning for this option are found in Section 21.3. The Collocator's SBC INDIANA Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC INDIANA and follow SBC INDIANA's Technical Publication TP 76300MP for installation of equipment and facilities.
- 21.3 Interval (Collocator Installs Interconnection and Power Cabling)
- 21.3.1 The intervals set forth in this Section 21.3 apply only when Collocator installs interconnection and power cabling. SBC INDIANA will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SBC INDIANA determines that Collocator's Physical Collocation Application is unacceptable, SBC INDIANA shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC INDIANA shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.
- 21.3.2 The delivery interval relates to the period in which SBC INDIANA shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date SBC INDIANA receives an accurate and complete Physical Collocation Application

from the Collocator. The Collocator must provide SBC INDIANA, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC INDIANA has received such response and payment. If the Collocator has not provided SBC INDIANA such response and payment by the twelfth (12) calendar day after the date SBC INDIANA notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC INDIANA's receipt of the confirmatory response in writing from the Collocator with applicable fees.

- 21.3.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC INDIANA 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.

- 21.3.3.1 The delivery interval assigned will be provided to the Collocator by SBC INDIANA with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by SBC INDIANA 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

- 21.3.3.2 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 SBC INDIANA will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

- 21.3.3.3 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.

21.3.4 The second fifty percent (50%) payment must be received by SBC INDIANA 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 SBC INDIANA.

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

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

21.3.5.1 Applications (except requests for Adjacent Structure Collocation) received by SBC INDIANA 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 Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by SBC INDIANA.

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

21.3.5.3 The delivery interval for the above Augments is determined by SBC INDIANA 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.

21.3.5.4 The delivery interval assigned will be provided to the Collocator by SBC INDIANA with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SBC INDIANA 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	35 calendar days
11- 20	60 calendar days	65 calendar days

21.3.5.5 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SBC INDIANA 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 exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.

21.3.6 For all Augments other than provided above, SBC INDIANA will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.

21.3.7 Within twenty (20) calendar days or mutually agreed upon time, from SBC INDIANA's receipt of the confirmatory response in writing 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.

21.4 Rates Elements for SBC INDIANA Central Offices

21.4.1 Caged Collocation

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

21.4.2 DC Power Arrangement Provisioning

21.4.2.1 When the Collocator selects the option to provide and install its power cable by a SBC INDIANA Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to SBC INDIANA Battery Distribution Fuse Bay or Power Plant Primary Distribution, but SBC INDIANA 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 SBC INDIANA Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

21.4.3 Entrance Fiber Optic Cable Arrangement

21.4.3.1 When the Collocator selects the option to pull the Collocator's provided fire retardant entrance fiber optic cable under SBC INDIANA observation, through SBC INDIANA cable vault to the Collocator's equipment with SBC INDIANA approved vendor, only the construction and route design charge will apply. The Collocator will not be

permitted access to the cable vault, but SBC INDIANA approved vendor will have access. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

21.4.4 DS0 Voice Grade Interconnection Cable Arrangement

21.4.4.1 When the Collocator selects the option to provide and install its interconnection cabling by an SBC INDIANA approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.5 DS-1 Interconnection Cable Arrangement to DCS

21.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.6 DS-1 Interconnection Cable Arrangement to DSX

21.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.7 DS-3 Interconnection Cable Arrangement to DCS

21.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.8 DS-3 Interconnection Cable Arrangement to DSX

21.4.8.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.9 Fiber Interconnection Cable Arrangement

21.4.9.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but SBC INDIANA approved 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 of this Appendix.

21.4.10 Collocation to Collocation Connection

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

21.4.10.1.1 Fiber Cable

21.4.10.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved 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 of this Appendix.

21.4.10.1.2 Copper Cable

21.4.10.1.2.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved 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 of this Appendix.

21.4.10.1.3 Coax Cable

21.4.10.1.3.1 When the Collocator selects the option to provide and install the interconnection cabling by SBC INDIANA approved vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

21.4.10.1.4 Cable Racking and Hole

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

21.4.10.1.5 Route Design

21.4.10.1.5.1 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 of this Appendix.

SBC-INDIDANA
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SBC INDIANA/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
3	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	*OUAGB	\$0.09	\$7.55	
11	Planning	Per Request	*OUAGB		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
15	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)	NONE			
19	200 Amp	Per Power Panel (CLEC Provided)	NONE			
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad				
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8F29	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	*OUACC	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	*OUACC	0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	*OUACB	\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps	*OUACD	\$14.62		
29	Per Amp	Per Amp	*OUACD	\$10.61		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S89Q9	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	NRLYX		\$168.04	
39	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Clec Cage (CLEC provides cage)	NRL60		\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable	S8F4G	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	*OUACK	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	S8F4Y	\$0.50		
56	Route Design		NRL6W		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	*OUACK	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	*OUACK	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	*OUACK	\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Proj. Mgr. - 1st Level	Per 1/4 Hour	*OUACL		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	NRL14		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	NRL12		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	NRL13		\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour	NRL15		\$19.24	
68	Colloc. Proj. Mgr. - 1st Level	Per 1/4 Hour	*OUACM		\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request	*OUACN		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	*OUACN	\$394.00		
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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
74	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	*OUAGB	\$0.09	\$7.55	
82	Planning	Per Request	*OUAGB		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
86	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel	OUACC	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	*OUACC	\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	*OUACC	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	*OUACC	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	*OUACC	\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	*OUACA	\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps	*OUACD	\$14.62		
99	Per Amp	Per Amp	*OUACD	\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath	*OUACE	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	*OUACE	\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	NRLYX		\$168.04	
109	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	*OUACF	\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs	*OUACJ	\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	*OUACJ	\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	*OUACJ	\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	*OUACJ	\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	*OUACJ	\$115.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	*OUACJ	\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	*OUACJ	\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable	S8F4G	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	*OUACK	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	S8F4Y	\$0.50		
126	Route Design		NRL6W		\$424.88	
127	Connection for DS1	Per 28 Circuits	*OUACK	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	*OUACK	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	*OUACK	\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACL		\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	NRL14		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	NRL12		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRL13		\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour	NRL15		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACM		\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request	*OUACN		\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request	*OUACN	\$394.00		
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1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
144	REAL ESTATE					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
148	COMMON SYSTEMS					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
150	PLANNING					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	*OUAGB	\$1.13	\$75.54	
152	Planning	Per Request	*OUAGB		\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
156	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
157	POWER PROVISIONING					
158	Power Panel:					
159	50 Amp	Per Power Panel (CLEC Provided)	NONE			
160	200 Amp	Per Power Panel (CLEC Provided)	NONE			
161	Power Cable and Infrastructure:					
162	Power Cable Rack	Per Four Power Cables or Quad				
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8F29	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	*OUALC	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	*OUALC	0.25	48.23	
166	Equipment Grounding:					
167	Ground Cable Placement	Per Frame	S8FCR	\$0.33	\$15.32	
168	DC POWER AMPERAGE CHARGE					
169	HVAC	Per 10 Amps	*OUALD	\$14.62		
170	Per Amp	Per Amp	*OUALD	\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	*OUALD	\$1.27		
172	FIBER CABLE PLACEMENT					
173	Central Office:					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
176	CEV, HUT & Cabinets:					
177	Fiber Cable Placement	Per Fiber Cable Sheath	*OUALE		\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	*OUALE	\$2.61		
179	MISCELLANEOUS & OPTIONAL COST:					
180	MISCELLANEOUS COSTS					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
182	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
183	Space Availability Report	Per Premise	NRLYX		\$168.04	
184	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
186	CAGELESS / POT BAY OPTIONS					
187	Standard Equipment Bay	Each (CLEC Provided)	NONE			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
190	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
191	DDP-1 Panel	Each (CLEC Provided)	NONE			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
194	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
196	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
197	CEV, HUT, CABINET					
198	24 Foot CEV	2 Inch Mounting Space	S8FQ5	\$1.64		
199	16 Foot CEV	2 Inch Mounting Space	S8FQ6	\$1.77		
200	Maxi-Hut	2 Inch Mounting Space	S8FQ3	\$0.77		
201	Mini-Hut	2 Inch Mounting Space	S8FQ4	\$1.33		
202	Large Cabinet	2 Inch Mounting Space	S8FQZ	\$1.63		
203	Medium Cabinet	2 Inch Mounting Space	S8FQ1	\$2.19		
204	Small Cabinet	2 Inch Mounting Space	S8FQ2	\$3.29		
205	INTERCONNECTION COSTS:					
206	ILEC TO CLEC CONNECTION					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

SBC-INDIDANA
COLLOCATION RATE SUMMARY
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SBC INDIANA/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable	S8F4G	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	*OUALK	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	S8F4Y	\$0.50		
218	Route Design		NRL6W		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	*OUALK	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	*OUALK	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	*OUALK	\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application	NRL1G		\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACL		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	NRL14		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	NRL12		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	NRL13		\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour	NRL15		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACM		\$23.23	
234						
235	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
236	REAL ESTATE					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	*OUAGB	\$1.13	\$75.54	
244	Planning	Per Request	*OUAGB		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
248	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel	*OUALC	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	*OUALC	\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	*OUALC	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	*OUALC	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	*OUALC	\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame	S8FCR	\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps	*OUALD	\$14.62		
261	Per Amp	Per Amp	*OUALD	\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	*OUALD	\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath	*OUALE	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath	*OUALE		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	*OUALE	\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	NRLYX		\$168.04	
275	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each	*OUALG	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	*OUALG	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	*OUALG	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	*OUALG	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	*OUALG	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	*OUALG	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	*OUALG	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	*OUALG	\$1.37	\$267.88	

SBC-INDIDANA
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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space	S8FQ5	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	S8FQ6	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	S8FQ3	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	S8FQ4	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	S8FQZ	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	S8FQ1	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	S8FQ2	\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs	*OUALA	\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	*OUALA	\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	*OUALA	\$297.44	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	*OUALA	\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	*OUALA	\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	*OUALA	\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	*OUALA	\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable	S8F4G	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	*OUALK	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	S8F4Y	\$0.50		
307	Route Design		NRL6W		\$424.88	
308	Connection for DS1	Per 28 Circuits	*OUALK	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	*OUALK	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	*OUALK	\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application	NRL1G		\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACL		\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	NRL14		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRL12		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRL13		\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour	NRL15		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	*OUACM		\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	*OUACA	\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot	*OUACB	\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot	*OUAGB	\$0.44	\$29.24	
333	Planning	Per Request	*OUAGB		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
337	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad				
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8F29	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	*OUACC	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	*OUACC	\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot	*OUACB	\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps	*OUACD	\$14.62		
351	Per Amp	Per Amp	*OUACD	\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S89Q9	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRLYX		\$168.04	
361	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot	*OUACF	\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request	*OUACN		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	*OUACN	\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay	S8FWC		\$92.81	
381	Safety & Security	Per Frame	S8FWG		\$195.57	
382	Floor Space Usage	Per Linear Foot	*OUACA	\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot	*OUACB	\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot	*OUAGB	\$0.44	\$29.24	
387	Planning	Per Request	*OUAGB		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	*OUAGB		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	*OUAGB		\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	*OUAGB		\$2,884.60	
391	Planning - Non-Standard	Per Request	*OUAGB		\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel	*OUACC	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	*OUACC	\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	*OUACC	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	*OUACC	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	*OUACC	\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot	*OUACA	\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps	*OUACD	\$14.62		
404	Per Amp	Per Amp	*OUACD	\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath	*OUACE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRLYX		\$168.04	
414	Security Access / ID Cards	Per Five Cards	*OUAGA		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	*OUAGA		\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot	*OUACF	\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs	*OUACJ	\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	*OUACJ	\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	*OUACJ	\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	*OUACJ	\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	*OUACJ	\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	*OUACJ	\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	*OUACJ	\$6.55	\$1,779.78	

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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request	*OUACN		\$3,100.00	
429	Dedicated power Plant Floor Space	Per Request	*OUACN	\$394.00		
430						
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
432	REAL ESTATE					
433	Site Conditioning	Per Frame	*OUAVA		\$92.81	
434	Safety & Security	Per Frame	*OUAVA		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
439	PLANNING					
440	Planning	Per Request	*OUAVP		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	*OUAVP		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	*OUAVP		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	*OUAVP		\$2,882.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad				
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8F68	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	*OUAVC	\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps	*OUAVD	\$14.62		
453	Per Amp	Per Amp	S8F78	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	*OUAVD	\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath	S8F79	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8F8F		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F8W	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8F7Z	\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE	\$0.00		
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space	S8FQ5	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FQ6	\$1.77		
471	Maxi-Hut	2 Inch Mounting Space	S8FQ3	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FQ4	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FQZ	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FQ1	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FQ2	\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable	S8F88	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	*OUAVK	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8F86	\$0.35		
489	Route Design		NRLWG		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	*OUAVK	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	*OUAVK	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	*OUAVK	\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment	NRL1G		\$631.17	

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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
496	EQUIPMENT MAINTANCE AND SECURITY ESCORT					
497	CENTRAL OFFICE TYPE					
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	*OAUGA		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRL5V		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	*OAUGA		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	*OAUGA		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRL5W		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	*OAUGA		\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minium - Initial	NRLZN		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	*OUAGA		\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour	NRLJY		\$39.21	
510	CO Manager	Per 1/2 Hour	NRLMO		\$39.45	
511	Power Engineer	Per 1/2 Hour	NRLNQ		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	NRLP6		\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour	NRLP7		\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour	NRLVD		\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame	*OUAVA		\$92.81	
521	Safety & Security	Per Frame	*OUAVA		\$195.57	
522	Floor Space Usage	Per Frame	S8F62	\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame	S8F64	\$10.75		
525	Common Systems - Non-Standard	Per Frame	S8F65	\$19.36		
526	PLANNING					
527	Planning	Per Request	*OUAVP		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	*OUAVP		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	*OUAVP		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	*OUAVP		\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	*OUAVC	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	*OUAVC	\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame	S8F69	\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps	*OUAVD	\$14.62		
539	Per Amp	Per Amp	S8F78	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	*OUAVD	\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath	S8F79	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath	S8F8F		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each	*OUAVQ	\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space	S8FQ5	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	S8FQ6	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	S8FQ3	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	S8FQ4	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	S8FQZ	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	S8FQ1	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	S8FQ2	\$3.29		
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs	*OUAVJ	\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	*OUAVJ	\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	*OUAVJ	\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	*OUAVJ	\$9.79	\$1,800.69	

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	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
568	DS3 Arrangement - DCS	1 DS3	*OUAVJ	\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	*OUAVJ	\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	*OUAVJ	\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable	S8F88	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	*OUAVK	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8F86	\$0.35		
575	Route Design		NRLWG		\$463.36	
576	Connection for DS1	Per 28 Circuits	*OUAVK	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	*OUAVK	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	*OUAVK	\$3.32	\$1,095.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application	NRL1G		\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	*OAUGA		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	*OAUGA		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	*OAUGA		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	*OAUGA		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	*OAUGA		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	*OAUGA		\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minium - Initial	NRLZN		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	*OUAGA		\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour	NRLJY		\$39.21	
596	CO Manager	Per 1/2 Hour	NRLMO		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRLNQ		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRLP6		\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour	NRLP7		\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour	NRLVD		\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request	*OUAGB		\$9,268.73	
607	Planning - Subsequent	Per Request	*OUAGB		\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot	S8F55	\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	*OUACC		\$6,447.00	
618	AC Usage	Per KWH	S8F56	\$0.05		
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp	*OUACD	\$10.61		

SBC-INDIDANA
COLLOCATION RATE SUMMARY
April 14, 2004

SBC INDIANA/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FW7	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	S8FW8	\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack	*OUACD	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	*OUACD	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	*OUACJ	\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack	*OUACD		\$7,386.71	
630	Fiber Cable Rack	Per Rack	*OUACD		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	*OUACJ		\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
641						
642	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
643	PLANNING					
644	Planning - Initial	Per Request	*OUAGB		\$9,268.73	
645	Planning - Subsequent	Per Request	*OUAGB		\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot	S8F55	\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	*OUACC	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	*OUACC	\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	*OUACC	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	*OUACC	\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	*OUACC		\$6,447.00	
656	AC Usage	Per KWH	S8F56	\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp	*OUACD	\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath	S8FW7	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	S8FW8	\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack	*OUACD	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	*OUACD	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	*OUACJ	\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct	*OUACD		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	*OUACD		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	*OUACJ		\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs	*OUACJ	\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	*OUACJ	\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	*OUACJ	\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	*OUACJ	\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	*OUACJ	\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	*OUACJ	\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	*OUACJ	\$8.25	\$3,751.22	
679						

SBC-INDIDANA
COLLOCATION RATE SUMMARY
April 14, 2004

SBC INDIANA/TWTC
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
680	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
681	PLANNING					
682	Planning	Per Request	*OUAGB		\$1,254.32	
683	CONDUIT					
684	Conduit Space	Per Innerduct	*OUACF	\$1.17		
685	INTERCONNECTION COSTS:					
686	ILEC TO CLEC CONNECTION					
687	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	*OUACJ	\$311.43		
688	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	*OUACJ	\$439.96		
689	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	*OUACJ	\$35.03		
690	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	*OUACJ	\$311.43		
691	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	*OUACJ	\$9.02		
692						
	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
693	PLANNING					
694	Planning	Per Request	*OUAGB		\$1,254.32	
695	CONDUIT					
696	Conduit Space	Per Innerduct	*OUACF	\$1.17		
697	INTERCONNECTION COSTS:					
698	ILEC TO CLEC CONNECTION					
699						
700	Voice Grade/DS0 Arrangement	900 DS0	*OUACJ	\$311.43	\$485.31	
701	DS1 Arrangement - DCS	28 DS1	*OUACJ	\$439.96	\$1,830.99	
702	DS1 Arrangement - DSX	28 DS1	*OUACJ	\$35.03	\$1,830.99	
703	DS1 Arrangement - MDF	450 DS1	*OUACJ	\$311.43	\$485.31	
704	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	*OUACJ	\$9.02	\$3,370.20	
705						
706	* These are ICB USOCs (as defined in the cover Amendment of this Rate Sheet) and are subject to change and shall be superceded by Telcordia approved USOCs in accordance with Section 2 of the cover Amendment.					

IURC JANUARY 5, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This IURC January 5, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("SBC Indiana") and Time Warner Telecom of Indiana, L.P. ("TWTC").

WHEREAS, SBC Indiana and TWTC are Parties to an Interconnection Agreement which was previously submitted to the Indiana Utility Regulatory Commission's ("IURC") for approval, as may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the IURC issued an order ("Order") in Cause No. 42393, on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation of new prices into the Agreement such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

1.3 The term "UNE-P" refers to "Unbundled Network Element-Platform" as used in the Order.

2. AMENDMENT TO THE AGREEMENT

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

2.1.1 All of those provisions in the Agreement, if any, pertaining to an "interim" form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as "Interim Shared Transport", "IST", and when provided with unbundled local switching, "ULS-IST") are deleted.

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

2.1.2 By adding the attached pricing schedule labeled Schedule III (which is incorporated herein), solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Schedule III (which is incorporated herein).

2.1.2.1 Nothing in this Amendment shall affect the application of termination liability charges and the like as a result of the reconfigurations, including, without limitation, those that may be applicable under Tariff FCC No. 2 (Interstate Access), Tariff IURC No. 20R, Part 21, Section 2 (Intrastate Access), and/or the telecommunications carrier's contract, as appropriate, including charges for early termination of special access arrangement. Further, nothing in this Amendment affects the continued application of the FCC's Supplemental Order Clarification (including conversion of special access service reconfigurations to EELs).

2.1.3 Subject to Section 2.3, the new rates and rate structures shall begin to apply prospectively, beginning on January 5, 2004.

2.1.3.1 TWTC understands and acknowledges that, as of January 5, 2004, SBC Indiana's billing systems are unable to accommodate some of the rate structures and billing ordered by the IURC in the Order for certain items, and that SBC Indiana is not able initially to render a bill for those certain affected items ("Affected Items") in the manner SBC Indiana intends to eventually render billing. SBC Indiana may (and is planning) to adopt interim measures in order to render a bill to TWTC for some or all of the Affected Items in advance of system changes, and TWTC will pay the charges for the Affected Items billed using such interim measures. Details regarding any interim measures will be made available via Accessible Letter(s). The inability or other failure by SBC Indiana to bill TWTC for any Affected Item(s) shall not in any event act as a waiver by SBC Indiana of its right to subsequently bill for any Affected Item(s) at the rates and rate structures included in this Amendment, or relieve TWTC of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis as provided in the Order. SBC Indiana may also notify TWTC via Accessible Letter when it is able to render a bill for an Affected Item(s). Upon implementation of the new rate structures and billing for the Affected Item(s), SBC Indiana will bill, and TWTC will pay the prices and charges established by the IURC for the Affected Item(s) on a retroactive and/or prospective basis as provided in the Order upon the Parties negotiating and executing an amendment consistent with such Order, unless the Order states (determines) no amendment is needed for the new rates to become effective SBC Indiana's provisioning of such orders for the Affected Item(s) is expressly subject to this Section 2.1.3.1 and in no way constitutes a waiver of SBC Indiana's right to bill, charge for and collect payment for all such Affected Item(s), as more specifically set forth above.

2.1.4 For TWTC to have a special access service reconfigured to a UNE combination and/or to order a new premises-to-premises UNE combination, the Agreement must contain all the UNEs needed for the particular UNE combination being sought, as well as provisions specifically addressing such special access-to-EEL reconfigurations or new UNE combinations, as the case may be. Until the Agreement contains those necessary provisions, no such reconfiguration and/or new UNE combinations can be ordered or otherwise implemented.

2.2 This Amendment is provided as a means by which the Parties, who have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and enforce the obligations under IURC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between TWTC and SBC Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law, or (ii) January 5, 2004. By way of example only and without limiting the foregoing, if TWTC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("TWTC") pursuant to 47 U.S.C. § 252(i) after January 5, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the TWTC and SBC Indiana following the IURC's order approving the TWTC's Section 252(i) adoption or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either party to terminate this Amendment upon ten (10) days written notice to the other.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Sections 3.1 and 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment is the result of IURC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no provision of this Amendment qualifies for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 Notwithstanding any other provision of the Agreement, the rates added to the Agreement by this Amendment are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the relevant IURC's rate orders are unlawful, or has enjoined the

effectiveness, application, or enforcement of those provisions. In any such event, such rates automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such expiration, the rates so expired shall be automatically replaced by the rates in effect between the Parties immediately prior to this Amendment, which prior rates shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.

- 6.2 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. Al ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, neither Party (nor its affiliates) is waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other IURC order (including the Indiana-specific requirements regarding wholesale subject matters addressed therein). Each Party (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.
- 6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.3 This Amendment constitutes the entire amendment of the Agreement with respect to the subject matter contained herein and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.

- 7.5 This Amendment and Pricing Schedules supersedes those previously executed by the Parties to effectuate the IURC order issued in Cause No. 42393 on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements (“UNEs”) that are included in the Parties Agreement.
- 7.6 The Parties further agree that the Individual Case Basis (ICB) Universal Service Order Code (USOCs) contained in the Attachment A are subject to change and shall be superseded by Telecordia approved USOCs. Upon SBC's receipt of the Telecordia approved USOCs, SBC shall notify TWTC in writing within thirty (30) business days and the Parties will incorporate into the Pricing Schedule of the Agreement the Telecordia Approved USOCs and will jointly file the updated Pricing Schedule as an amendment with the Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed on this _____ day of _____, 2004.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership
Its general partner
By: Time Warner Telecom Holdings Inc.,
Its managing general partner

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
Authorized Agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A						
INDIANA				Recurring		Non-Recurring
SBC Generic Rates			USOC	Monthly		First Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>						
<u>Unbundled Loops</u>						
	2-Wire Analog - Rural (Rate Class 1) /3/		U2HX1	\$ 11.50		See NRC prices below
	2-Wire Analog - Suburban (Rate Class 2) /3/		U2HX2	\$ 12.50		See NRC prices below
	2-Wire Analog - Metro (Rate Class 3) /3/		U2HX3	\$ 12.00		See NRC prices below
	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	\$ 9.57		See NRC prices below
	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	\$ 8.90		See NRC prices below
	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	\$ 8.84		See NRC prices below
	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/		U2JX1	\$ 11.67		See NRC prices below
	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/		U2JX2	\$ 13.01		See NRC prices below
	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/		U2JX3	\$ 12.63		See NRC prices below
	2-Wire COPTS Coin - Rural (Rate Class 1) /3/		U2CX1	\$ 12.00		See NRC prices below
	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/		U2CX2	\$ 13.46		See NRC prices below
	2-Wire COPTS Coin - Metro (Rate Class 3) /3/		U2CX3	\$ 13.07		See NRC prices below
	2-Wire EKL - Rural (Rate Class 1) /3/		U2KX1	\$ 13.17		See NRC prices below
	2-Wire EKL - Suburban (Rate Class 2) /3/		U2KX2	\$ 15.09		See NRC prices below
	2-Wire EKL - Metro (Rate Class 3) /3/		U2KX3	\$ 14.66		See NRC prices below
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Rate Class 1) /3/		U4HX1	\$ 27.28		See NRC prices below
	4-Wire Analog - Suburban (Rate Class 2) /3/		U4HX2	\$ 31.49		See NRC prices below
	4-Wire Analog - Metro (Rate Class 3) /3/		U4HX3	\$ 30.59		See NRC prices below
	2-Wire Digital - Rural (Rate Class 1) /3/		U2QX1	\$ 16.00		See NRC prices below
	2-Wire Digital - Suburban (Rate Class 2) /3/		U2QX2	\$ 19.48		See NRC prices below
	2-Wire Digital - Metro (Rate Class 3) /3/		U2QX3	\$ 18.19		See NRC prices below
	4-Wire Digital - Rural (Rate Class 1) /3/		4U1X1	\$ 37.04		See NRC prices below
	4-Wire Digital - Suburban (Rate Class 2) /3/		4U1X2	\$ 39.35		See NRC prices below
	4-Wire Digital - Metro (Rate Class 3) /3/		4U1X3	\$ 46.10		See NRC prices below
	DS3 Loop - Rural (Rate Class 1) /3/		U4D31	\$ 469.53		See NRC prices below
	DS3 Loop - Suburban (Rate Class 2) /3/		U4D32	\$ 447.20		See NRC prices below
	DS3 Loop - Metro (Rate Class 3) /3/		U4D33	\$ 431.98		See NRC prices below
<u>DSL Capable Loops</u>						
	2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLA1	\$ 9.33		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLA2	\$ 10.45		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLA3	\$ 9.84		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLC1	\$ 9.33		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLC2	\$ 10.45		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLC3	\$ 9.84		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLB1	\$ 9.33		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLB2	\$ 10.45		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLB3	\$ 9.84		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLD1	\$ 9.33		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLD2	\$ 10.45		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLD3	\$ 9.84		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		UWRA1	\$ 9.33		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		UWRA2	\$ 10.45		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		UWRA3	\$ 9.84		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLF1	\$ 9.33		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLF2	\$ 10.45		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLF3	\$ 9.84		See NRC prices below
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/		4SL11	\$ 16.95		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/		4SL12	\$ 19.08		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/		4SL13	\$ 18.18		See NRC prices below

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INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
<u>IDSL Capable Loop</u>						
	IDSL Loop Class 1 - Rural /3/	UY5F1	\$ 9.33		See NRC prices below	
	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$ 10.45		See NRC prices below	
	IDSL Loop Class 3 - Metro /3/	UY5F3	\$ 9.84		See NRC prices below	
<u>Loop Non-Recurring Charges (Excluding DS3)</u>						
	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP	N/A		\$ 6.83	N/A
	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE			\$ 4.29	
	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9	N/A		\$ 6.83	N/A
	Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP			\$ 6.43	
	Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC	N/A		\$ 22.48	N/A
	Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$ 7.42	
	Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5	N/A			\$ 15.55
/*/	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 4.81
/*/	DS I Service Provisioning, Initial, Install /3/	PENDING			\$ 142.36	
/*/	DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING			\$ 20.51	
/*/	DS 1 Service Provisioning, Additional, Install /3/	PENDING				\$ 96.33
/*/	DSI Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.25
	DS1 Loop, Administrative Activity, Install /3/	NR9OR			\$ 10.65	
	DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT			\$ 4.86	
<u>DS3 Loop Non-Recurring Charges</u>						
	DS3 Loop, Administrative Activity, Install /3/	NR9OY	N/A		\$ 10.65	N/A
	Design & Central Office	NR9O1	N/A		\$ 525.79	N/A
	Customer Connection	NR9O3	N/A		\$ 187.37	N/A
/*/	DS3 Service Provisioning, Initial, Install /3/	PENDING			\$ 151.68	
/*/	DS3 Service Provisioning, Initial, Disconnect /3/	PENDING			\$ 20.89	
/*/	DS3 Service Provisioning, Additional, Install /3/	PENDING				\$ 70.41
/*/	DS3 Service ProvisioninG, Additional, Disconnect /3/	PENDING				\$ 16.63
	DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ			\$ 4.86	
<u>Enhanced Extended Loop (EEL) Service Order per LSR</u>						
/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request,Install /3/	PENDING			\$ 6.89	
/*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$ 4.20	
/*/	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 6.14
/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$ 51.78	
/*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Manual, Analog{2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 48.55
/*/	Electronic, DSI Loop, Establishment Request, Install /3/	PENDING			\$ 11.39	
/*/	Electronic, DS I Loop, Establishment Request, Disconnect /3/	PENDING			\$ 6.00	
/*/	Electronic, DSI Loop, Subsequent Order /3/	PENDING				\$ 6.14
/*/	Manual, DSI Loop, Establishment Request, Install /3/	PENDING			\$ 57.23	
/*/	Manual, DSI Loop, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Manual, DSI Loop, Subsequent Order /3/	PENDING				\$ 48.55
/*/	Electronic, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$ 12.63	
/*/	Electronic, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$ 6.69	
/*/	Manual. DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$ 60.35	
/*/	Manual, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$ 35.48	
/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	PENDING			\$ 11.39	
/*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING			\$ 6.00	
/*/	Manual, Non-channelized DS 1 EEL, Establishment Reauest, Install /3/	PENDING			\$ 57.23	
/*/	Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	PENDING			\$ 34.80	
/*/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$ 12.63	
/*/	Electronic, CO Multiplexing. DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$ 6.69	
/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$ 60.35	
/*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$ 35.48	
<u>Enhanced Extended Loop (EEL) New Combination per Element</u>						
/*/	2Wire Analog Loop Connection, Initial, Install /3/	PENDING			\$ 91.87	
/*/	2- Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 15.48	
/*/	2-Wire Analog(Loop Connection, Additional, Install /3/	PENDING				\$ 66.36

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INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/*/	2- Wire Analog/ Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.55
/*/	4-Wire Analog/ Loop Connection, Initial, Install /3/	PENDING			\$ 93.41	
/*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 17.04	
/*/	4-Wire Analog Loop Connection, Additional, Install /3/	PENDING				\$ 67.89
/*/	4- Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING				\$ 12.11
/*/	2-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 100.08	
/*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 14.98	
/*/	2-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 66.20
/*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.05
/*/	4-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 149.73	
/*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 24.23	
/*/	4-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 101.19
/*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 19.77
/*/	CO Multiplexing, DS I to Voice, Initial, Install /3/	PENDING			\$ 89.92	
/*/	CO Multiplexing, DSI to Voice, Initial, Disconnect /3/	PENDING			\$ 20.58	
/*/	CO Multiplexing, DSI to Voice, Additional, Install /3/	PENDING				\$ 47.86
/*/	CO Multiplexing, DSI to Voice, Additional, Disconnect /3/	PENDING				\$ 15.71
/*/	DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 148.01	
/*/	DSI Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS 1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	PENDING				\$ 104.44
/*/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	PENDING				\$ 34.03
/*/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 197.77	
/*/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 128.18
/*/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 199.34	
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial,disconnect /3/	PENDING			\$ 42.37	
/*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	PENDING				\$ 128.38
/*/	4- Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	PENDING				\$ 34.03
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	PENDING			\$ 251.22	
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	PENDING			\$ 42.37	
/*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	PENDING				\$ 162.29
/*/	4-Wire DSI Digital Loop to DSI Dedicated Transport Non-collocated, additional, Disconnect /3/	PENDING				\$ 34.03
/*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40	
/*/	DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 82.93
/*/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING				\$ 34.03
/*/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 214.23	
/*/	DS3 Dedicated Transport Non--collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
/*/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 105.03
/*/	DS3 Dedicated Transport Non-collocated, Additional. Disconnect /3/	PENDING				\$ 34.03
/*/	Clear Channel Capability, Initial, Install /3/	PENDING			\$ 89.46	
/*/	Clear Channel Capability, Additional, Install /3/	PENDING				\$ 24.26
Special Access to Une Conversion per Activity						
/*/	Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	PENDING			\$ 83.69	
/*/	Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
/*/	Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from POP, DS1, Design and Coordination charge /3/	PENDING			\$ 83.69	
/*/	Channelized Facilitv from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
/*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING			N/A	

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SBC Generic Rates		USOC	Monthly		First	Additional
/*/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A	
/*/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 7.73	
/*/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
Special Access to UNE Convesions Per Circuit						
/*/	Project Administrative Activity /3/	PENDING			\$ 21.23	
Unbundled Local Switching with Shared Transport (ULS-ST)						
	ULS Usage (for ULS-ST)					
	Basic Analog Line Port /2/	USAGE	\$0.00			
	All other ULS-ST Ports /2/	USAGE	\$ 0.000879	per MOU	NA	NA
	ULS-ST Blended Transport MOU /2/	USAGE	\$ 0.000823	per MOU	NA	NA
	ULS-ST Intercarrier Compensation MOU /2/	USAGE	\$ 0.000836	per MOU	NA	NA
	ULS-ST Common Transport MOU /2/	USAGE	\$ 0.000513	per MOU	NA	NA
	ULS-ST Tandem Switching MOU /2/	USAGE	\$ 0.000295	per MOU	NA	NA
	ULS-ST SS7 Signaling Transport /2/	USAGE	\$ 0.000202	per Call	N/A	NA
	ULS-ST Daily Usage Feed /2/	USAGE	\$ 0.1070664	per Port	NA	NA
			T&M			
	ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied	TBD	Current Company Labor Rate		Current Company Labor Rate	
	and only after 3rd party OSS test is complete for Indiana) /1/					
	Miscellaneous Recurring Items					
	ULS Billing Establishment and Trunk Order Development					
	Per CLEC Establishment within SBC Midwest /3/	NHCCQ			\$ 2,167.31	
	ULS-ST					
	Basic Line Port - Residence only Port	PENDING	\$ 2.98		\$ 44.01	\$ 44.01
	Basic Line Port - Business only Port	PENDING	2.98		\$ 44.01	\$ 44.01
Custom Routing						
	Custom Routing, via LCC - New LCC, per LCC, per switch, Install /3/	UROPW	ICB		\$ 227.41	\$ 227.41
/*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Install /3/	PENDING			\$ 30.97	\$ 30.97
/*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Disconnect /3/	PENDING			\$ 30.97	\$ 30.97
/*/	Custom Routing, via AIN, of Os/DA per route, per switch, Install /3/	PENDING	ICB		\$ 92.96	\$ 92.96
/*/	Custom Routing, via AIN, of OS / DA per route, per switch, Disconnect /3/	PENDING			\$ 92.96	\$ 92.96
Unbundled Local Switching (ULS)						
	ULS Switching Usage, per Originating or Terminating MOU (statewide)	N/A	\$ 0.003444	MOU	N/A	NA
	ULS Daily Usage Feed (DUF), per message	N/A	\$ 0.000790	Per Message		
	Billing Establishment, per CLEC, per switch	NR9UJ			\$ -	\$ -
/*/	Service Coordination Fee, per CLEC bill, per switch appearance /3/	UFEPW	\$ -		N/A	NA
	ULS Unbundled Local Switching Ports					
/*/	Basic Line Port	PENDING	\$ 5.34		\$ 44.01	\$ 44.01
/*/	Ground Start Port	PENDING	\$ 5.77		\$ 44.01	\$ 44.01
/*/	DID Trunk Port	PENDING	\$ 10.69		\$ 44.01	\$ 44.01
/*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/*/	ISDN - Direct Port	PENDING	\$ 27.54		\$ 44.01	\$ 44.01
/*/	ISDN Prime Trunk Port	PENDING	\$ 122.03		\$ 662.01	\$ 662.01
/*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
/*/	Digital Trunking Trunk Port	PENDING	\$ 86.13		\$ 662.01	\$ 662.01
/*/	ULS Trunk Port	PENDING	\$ 77.39		\$ 662.01	\$ 662.01
/*/	Centrex Basic Line Port	PENDING	\$ 9.61		\$ 44.01	\$ 44.01
/*/	Centrex ISDN Line Port	PENDING	\$ 45.03		\$ 44.01	\$ 44.01
/*/	Centrex EKL LIINE Port	PENDING	\$ 28.09		\$ 44.01	\$ 44.01
/*/	Centrex Attendant Console Line Port, Per Port	PENDING	\$ 88.62		\$ 88.00	\$ 88.00
	ISDN - Direct Port - National (BRI) - per telephone number	UZN	\$ 0.01			

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SBC Generic Rates		USOC	Monthly		First	Additional
	ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	\$ 0.01			
	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/*/	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/*/	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
UNE-P Port Charge						
	Basic Line Port- RES /3/	UJR	\$ 2.98		\$ 0.58	\$ 0.58
	Basic Line Port- BUS /3/	UPC	\$ 2.98		\$ 0.58	\$ 0.58
/*/	Basic Line Port, Disconnect per Port, Disconnect /3/	PENDING			\$ 0.18	\$ 0.18
	Analog Line Port-PBX 2W /3/	UVL	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W In /3/	U1L	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W Out /3/	UOL	\$ 5.34		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 2W Install per port, Install /3/	UPZ	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Line Port, Disconnect rer Port, Disconnect /3/	NR9FP			\$ 0.18	\$ 0.18
	Ground Start Port-PBX 1W In /3/	U1Z	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 1W Out /3/	UOZ	\$ 5.77		\$ 0.58	\$ 0.58
	DID Trunk Port per Port Channel, Initial, Install /3/	UPR	\$ 10.69		\$ 77.42	N/A
	DID Trunk Port - Add / Rearrange each Termination /3/	REAJG	N/A		\$ 20.65	N/A
	DID Trunk Port per Port Channel, Initial, Disconnect /3/	NR9FR			\$ 36.11	
/*/	DID Trunk Port per Port Channel. Additional, Install /3/	PENDING				\$ 5.43
/*/	DID Trunk Port per Port Channel, Additional, Disconnect /3/	PENDING				\$ 2.83
/*/	DID Trunk Port Add/Rearrange per Termination, Additional	PENDING				\$ 2.83
	ISDN Direct Port Install per Port, Install /3/	U2P	\$ 27.54		\$ 7.89	\$ 7.89
	ISDN Direct Port, Disconnect per Port, Disconnect /3/	NR9FQ			\$ 7.89	\$ 7.89
	ISDN BRI Port - Custom /3/	U25	\$ 27.54		\$ 7.89	\$ 7.89
	Centrex Basic Line Port install per port, Install /3/	U3XAA-CA	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAB-CB	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAD-CD	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAE-CE	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port, Disconnect per Port, Disconnect /3/	NR9F9			\$ 0.18	\$ 0.18
/*/	Centrex ISDN BRI Port - National	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
/*/	Centrex ISDN Line Port - Custom	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
	Centrex ISDN Line Port, Disconnect Per Port, Disconnect /3/	NR9VT			\$ 7.89	\$ 7.89
	Centrex EKL Line Port Install per Port, Install /3/	U3XAC-CC	\$ 28.09		\$ 4.02	\$ 4.02
	Centrex EKL Line Port Disconnect per Port, Disconnect /3/	NR9VU			\$ 3.81	\$ 3.81
	Centrex Attendant Console Line Port Install, per Port Install /3/	U6A	\$ 88.62		\$ 1.75	\$ 1.75
	Centrex Attendant Console Line Port Disconnect, per Port, Disconnect /3/	NR9VW			\$ 0.55	\$ 0.55
	ISDN Prime Trunk Port National, Install per Port, Install /3/	UZQZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port Custom, Install per Port, Install /3/	UZPZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port, Disconnect per Port, Disconnect /3/	NR9FU			\$ 67.06	\$ 67.06
	Digital Trunking Trunk Port, Install per Port, Install /3/	U9Z			\$ 77.42	\$ 77.42
	Digital Trunking Trunk Port, Disconnect per Port, Disconnect /3/	NR9FY			\$ 36.11	\$ 36.11
	ULS Trunk Port, Install per Port, Install /3/	UROPT			\$ 77.42	\$ 77.42
	ULS Trunk Port, Disconnect per Port, Disconnect /3/	NR9FZ			\$ 36.11	\$ 36.11
ULS and ULS-ST Port Non-Recurring Charges						
	Service Order - Line Port, per occasion /1/	NR9UU	NA		\$ 14.14	NA
/*/	Service Order - Subsequent - Basic, /3/	PENDING	NA		\$ 1.49	\$ 1.49
/*/	Service Order - Subsequent - Complex /3/	PENDING			\$ 55.83	\$ 55.83
/*/	Service Order - Subsequent - ULS Trunk Port /3/	PENDING			\$ 55.83	\$ 55.83
	Service Order - Trunk Port, per occasion	NR9UG	NA		\$ 324.65	NA
/*/	Service Order - Record Order, per occasion, Basic Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/*/	Service Order - Record Order, per occasion, Complex Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/*/	Service Order - Record Order, per occasion, ULS Trunk Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
	Port Conversion per Change /3/	REAKD	NA		\$ 0.41	\$ 0.41
Unbundled Port Features (ULS & UNE P)						
	Basic Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.30	
/*/	Basic Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 0.30
/*/	Basic Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 0.30	

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
/*/	Basic Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING				\$ 0.30
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 0.30	
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Addition	PENDING				\$ 0.30
/*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect-Initial /3/	PENDING			\$ 0.30	
/*/	Ground Start 1PBX Port Feature Add/Change Translation Charge, disconnect-Additi	PENDING				\$ 0.30
/*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.62	
/*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 0.62
/*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Initial /3/	PENDING			\$ 0.62	
/*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Additional	PENDING				\$ 0.62
/*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 21.77	
/*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Additional	PENDING				\$ 21.77
/*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 21.77	
/*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING				\$ 21.77
/*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$ 15.51	
/*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Additional	PENDING				\$ 15.51
/*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Initial /3/	PENDING			\$ 15.51	
/*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Additional	PENDING				\$ 15.51
/*/	DSI/ ULS Trunk Port Feature Add/Change Translation Charge Connect /3/	PENDING			\$ 15.51	\$ 15.51
/*/	DSI/ ULS Trunk Port Feature Add/Change Translation Charge disconnect /3/	PENDING			\$ 15.51	\$ 15.51
	<u>Unbundled Loops per Loop (XPU)</u>					
	New UNE-P Line Connection Charge, Initial, Install /3/	SEPUC			\$ 14.34	
/*/	New UNE-P Line Connection Charge, Additional, Install /3/	PENDING				\$ 8.77
	New UNE-P Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$ 4.25	
/*/	New UNE-P Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 2.68
	DS I Service Provisioning, Initial, Install /3/	NR9OU			\$ 142.36	\$ 142.36
	DS 1 Service Provisioning, Initial, Disconnect /3/	NR9OV			\$ 20.51	\$ 20.51
	<u>UNE Platform Migration Charges</u>					
	Manual UNE-POTS, Install /3/	NHCMQ			\$ 24.21	\$ 24.21
/*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	\$ 11.92
/*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$ 35.76	\$ 35.76
/*/	Manual UNE-P non-POTS, Disconnect /3/	PENDING			\$ 15.98	\$ 15.98
/*/	Electronic UNE-P POTS, Install /3/	PENDING			\$ 1.59	\$ 1.59
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	\$ 0.72
/*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 4.12	\$ 4.12
/*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	\$ 1.89
	POTS/ ISDN-BRI Migration Charge	NRMGO	N/A		\$ 1.59	\$ 1.59
	<u>UNE - P Service Order Charge (New Combination)</u>					
/*/	Manual UNE-P POTS, Install /3/	PENDING			\$ 28.45	
/*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$ 11.92	
/*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$ 65.55	
/*/	Manual Non-POTS -Disconnect /3/	PENDING			\$ 15.98	
/*/	Electronic POTS, Install /3/	NRMGP			\$ 2.48	
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$ 0.72	
/*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$ 6.85	
/*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$ 1.89	
	<u>Subsequent, suspend or Restore, and Record UNE-P Service orders per LSR</u>					
	Basic Line Port, subsequent Request, suspend or Restoral Only /3/	NR9UV			\$ 0.79	
/*/	Basic Line Port, subsequent Request, Miscellaneous change /3/	PENDING			\$ 0.63	
	Basic Line Port, Record Request /3/	NR9F6			\$ 5.09	
	Complex Line Port, Record Request /3/	NR9F7			\$ 21.10	
	Trunk Port, Record Request /3/	NR9F8			\$ 21.10	
	<u>Unbundled Switch Port - Vertical Features</u>					
	<u>Analog Line Port Features (per feature per port):</u>					
	Call Waiting		\$ -		NA	
	Call Forwarding Variable		\$ -		NA	
	Call Forwarding Busy Line		\$ -		NA	
	Call Forwarding Don't Answer		\$ -		NA	

TBD - To Be Det
ICB - Ind Case Basis
NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
	Three-Way Calling		\$ -		NA	
	Speed Calling - 8		\$ -		NA	
	Speed Calling - 30		\$ -		NA	
	Auto Callback/Auto Redial		\$ -		NA	
	Distinctive Ring/Priority Call		\$ -		NA	
	Selective Call Rejection/Call Blocker		\$ -		NA	
	Auto Recall/Call Return		\$ -		NA	
	Selective Call Forwarding		\$ -		NA	
	Calling Number Delivery		\$ -		NA	
	Calling Name Delivery		\$ -		NA	
	Calling Number/Name Blocking		\$ -		NA	
Analog Trunk Port Features (per feature per port)						
	DID #s - per telephone number	UDM	\$ 0.01		NA	
	DID #S - per telephone number - ISDN	UZN	\$ 0.01		NA	
Unbundled Centrex System Options						
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog only system /3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex system Features Change or Rearrangement, per feature, per occasion -Analog/ISDN BRI mixed	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex System Features Change or Rearrangement, per feature, per occasion - ISDN BRI only system	REAJY	NA		\$ 46.49	\$ 46.49
Analog Line Port (ALP) Features for Unbundled Centrex						
	Centrex System Feature Activation, per feature, per occasion, Install /3/	NR9UE	\$ -		\$ 46.49	\$ 46.49
/*/	Centrex System Feature Activation, per feature, per occasion, Disconnect /3/	PENDING			\$ 46.49	\$ 46.49
System Features (per Centrex Common Block):		USFCB	\$ 310.38		NA	
	Centrex Common Block Establishment, per Common Block, Install /3/	SEPUS			\$ 108.43	\$ 108.43
/*/	Centrex Common Block Establishment, per Common Block, Disconnect /3/	PENDING			\$ 77.45	\$ 77.45
/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.					
/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order and subject to modification as a					
	result of reconsideration, appeal, further IURC action, or other change of law.					
/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a					
	result of reconsideration, appeal, further IURC action, or other change of law.					
/*/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim					
	measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter.					
	Please contact your SBC Indiana local wholesale account manager with questions.					

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.**

The Interconnection Agreement ("the Agreement") by and between Indian Bell Telephone Company Incorporated¹ d/b/a SBC Indiana ("SBC Indiana") and Time Warner Telecom of Indiana, L.P. ("TWTC") is hereby amended as follows:

(1) This Amendment is replacing the ICB USOCs in the Collocation Pricing Appendix with permanent USOCs as shown in the rate sheet attached hereto as Attachment I and incorporated herein for all purposes.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Indiana", pursuant to an assumed name filing with the State of Indiana. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2004, by Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.

By: Time Warner Telecom General Partnership
Its general partner

By: Time Warner Telecom Holdings Inc.,
Its managing general partner

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent

By: _____

Name: _____
(Print or Type)

Title: *For/* Senior Vice President-
Industry Markets and Diversified Businesses

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
3	Product Type	Rate Element Description	USOC			
4	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
5	REAL ESTATE					
6	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
7	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
8	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
9	COMMON SYSTEMS					
10	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
11	PLANNING					
12	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
13	Planning	Per Request	NRFC D		\$5,244.43	
14	Planning - Subsequent Inter. Cabling	Per Request	NRFC E		\$2,267.04	
15	Planning - Subsequent Power Cabling	Per Request	NRFC F		\$2,306.10	
16	Planning - Subs. Inter./Power Cabling	Per Request	NRFC G		\$2,884.60	
17	Planning - Non-Standard	Per Request	NRFC H		\$1,436.00	
18	POWER PROVISIONING					
19	Power Panel:					
20	50 Amp	Per Power Panel (CLEC Provided)	NONE			
21	200 Amp	Per Power Panel (CLEC Provided)	NONE			
22	Power Cable and Infrastructure:					
23	Power Cable Rack	Per Four Power Cables or Quad	NONE			
24	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	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	Per two circuits	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)	NRL60		\$5.29	
45	INTERCONNECTION COSTS:					
46	ILEC TO CLEC CONNECTION					
47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
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	NRFC S		\$19.60	
66	CO Manager - 1st Level	Per 1/4 Hour	NRFC T		\$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	RSM Option					
72	Additional Dedicated HVAC Charge	per request	NRFC L		\$3,100.00	
73	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
3	Product Type	Rate Element Description	USOC			
74						
75	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
76	REAL ESTATE					
77	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
78	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
79	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
80	COMMON SYSTEMS					
81	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
82	PLANNING					
83	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
84	Planning	Per Request	NRFC D		\$5,244.43	
85	Planning - Subsequent Inter. Cabling	Per Request	NRFC E		\$2,267.04	
86	Planning - Subsequent Power Cabling	Per Request	NRFC F		\$2,306.10	
87	Planning - Subs. Inter./Power Cabling	Per Request	NRFC G		\$2,884.60	
88	Planning - Non-Standard	Per Request	NRFC H		\$1,436.00	
89	POWER PROVISIONING					
90	Power Panel:					
91	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
92	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
93	Power Cable and Infrastructure:					
94	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
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	Per two circuits	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	\$4.92	\$1,027.16	
118	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16	
119	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06	
120	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48	
121	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58	
122	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$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	NRFC S		\$19.60	
136	CO Manager - 1st Level	Per 1/4 Hour	NRFC T		\$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	RSM Option					
142	Additional Dedicated HVAC Charge	Per Request	NRFC L		\$3,100.00	
143	Dedicated power Plant FLOOR Space	Per Request	S8GCQ	\$394.00		
144						

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

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	A	B	C	D	E	F
3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
145	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
146	REAL ESTATE					
147	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
148	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
149	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
150	COMMON SYSTEMS					
151	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
152	PLANNING					
153	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
154	Planning	Per Request	NRFCJ		\$4,601.93	
155	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
156	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
157	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
158	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00	
159	POWER PROVISIONING					
160	Power Panel:					
161	50 Amp	Per Power Panel (CLEC Provided)	NONE			
162	200 Amp	Per Power Panel (CLEC Provided)	NONE			
163	Power Cable and Infrastructure:					
164	Power Cable Rack	Per Four Power Cables or Quad	NONE			
165	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	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	Per two circuits	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	\$3.86	\$156.02	
210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

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3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
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	NRFCCK		\$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	NRFCSS		\$19.60	
231	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$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						
	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
237						
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	NRFCCE		\$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	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
257	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
258	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
259	Equipment Grounding:					
260	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
261	DC POWER AMPERAGE CHARGE					
262	HVAC	Per 10 Amps	S8GCS	\$14.62		
263	Per Amp	Per Amp	S8GCR	\$10.61		
264	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
265	FIBER CABLE PLACEMENT					
266	Central Office:					
267	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
268	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
269	CEV, HUT & Cabinets:					
270	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
271	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
272	MISCELLANEOUS & OPTIONAL COST:					
273	MISCELLANEOUS COSTS					
274	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
275	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
276	Space Availability Report	Per Premise	NRFCQ		\$168.04	
277	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
278	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
279	CAGELESS / POT BAY OPTIONS					
280	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28	
281	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81	
282	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
283	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
284	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
285	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
286	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
287	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

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3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
288	CEV, HUT, CABINET					
289	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
290	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
291	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
292	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
293	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
294	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
295	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
296	INTERCONNECTION COSTS:					
297	ILEC TO CLEC CONNECTION					
298	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16	
299	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16	
300	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06	
301	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48	
302	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58	
303	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89	
304	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
305	CLEC TO CLEC CONNECTION					
306	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
307	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
308	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
309	Route Design		NRFCX		\$424.88	
310	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
311	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
312	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
313	PROJECT MANAGEMENT					
314	CEV, HUT & CABINET					
315	Project Coordination	Per CLEC Application	NRFCCK		\$631.17	
316	TIME SENSITIVE ACTIVITIES					
317	PRE-VISITS					
318	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
319	Comm. Tech - Craft	Per 1/4 Hour	NRFCSS		\$19.60	
320	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72	
321	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
322	CONSTRUCTION VISITS					
323	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
324	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
325						
	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
326						
327	REAL ESTATE					
328	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
329	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
330	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
331	COMMON SYSTEMS					
332	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
333	PLANNING					
334	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
335	Planning	Per Request	NRFCJ		\$4,601.93	
336	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04	
337	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
338	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
339	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
340	POWER PROVISIONING					
341	Power Panel:					
342	50 Amp	Per Power Panel (CLEC provides)	NONE			
343	200 Amp	Per Power Panel (CLEC provides)	NONE			
344	Power Cable and Infrastructure:					
345	Power Cable Rack	Per Four Power Cables or Quad	NONE			
346	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
347	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
348	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
349	Equipment Grounding:					
350	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
351	DC POWER AMPERAGE CHARGE					
352	HVAC	Per 10 Amps	S8GCS	\$14.62		
353	Per Amp	Per Amp	S8GCR	\$10.61		
354	FIBER CABLE PLACEMENT					
355	Central Office:					
		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)				
356	Fiber Cable		S8FQ9	\$4.85	\$809.13	
357	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

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3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
358	MISCELLANEOUS & OPTIONAL COST:					
359	MISCELLANEOUS COSTS					
360	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
361	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
362	Space Availability Report	Per Premise	NRFCQ		\$168.04	
363	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
364	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
365	CAGE COMMON COSTS					
366	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
367	INTERCONNECTION COSTS:					
368	ILEC TO CLEC CONNECTION					
369	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
370	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
371	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
372	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
373	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
374	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
375	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
376	RSM Option					
377	Additional Dedicated HVAC Charge	per request	NRFCL		\$3,100.00	
378	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
379						
380	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
381	REAL ESTATE					
382	Site Conditioning	Per Bay	S8GCL		\$92.81	
383	Safety & Security	Per Frame	S8GCN		\$195.57	
384	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
385	COMMON SYSTEMS					
386	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
387	PLANNING					
388	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
389	Planning	Per Request	NRFCJ		\$4,601.93	
390	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04	
391	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
392	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
393	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
394	POWER PROVISIONING					
395	Power Panel:					
396	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
397	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
398	Power Cable and Infrastructure:					
399	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
400	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
401	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
402	Equipment Grounding:					
403	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
404	DC POWER AMPERAGE CHARGE					
405	HVAC	Per 10 Amps	S8GCS	\$14.62		
406	Per Amp	Per Amp	S8GCR	\$10.61		
407	FIBER CABLE PLACEMENT					
408	Central Office:					
409	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
410	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
411	MISCELLANEOUS & OPTIONAL COST:					
412	MISCELLANEOUS COSTS					
413	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
414	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
415	Space Availability Report	Per Premise	NRFCQ		\$168.04	
416	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
417	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
418	CAGE COMMON COSTS					
419	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
420	INTERCONNECTION COSTS:					
421	ILEC TO CLEC CONNECTION					
422	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
423	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
424	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
425	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
426	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58	
427	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89	
428	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

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3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
429	RSM Option					
430	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
431	Dedicated power Plant FLOOR Space	Per Request	S8GCQ	\$394.00		
432						
433	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
434	REAL ESTATE					
435	Site Conditioning	Per Frame	S8FX5		\$92.81	
436	Safety & Security	Per Frame	S8FX6		\$195.57	
437	Floor Space Usage	Per Frame	S8F62	\$28.91		
438	COMMON SYSTEMS					
439	Common Systems - Standard	Per Frame	S8F64	\$10.75		
440	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
441	PLANNING					
442	Planning	Per Request	NRM99		\$5,555.76	
443	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
444	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
445	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
446	POWER PROVISIONING					
447	Power Cable and Infrastructure:					
448	Power Cable Rack	Per Four Power Cables or Quad	NONE			
449	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
450	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
451	Equipment Grounding:					
452	Ground Cable Placement	Per Frame	S8F69	\$0.36		
453	DC POWER AMPERAGE CHARGE					
454	HVAC	Per 10 Amps	S8FXO	\$14.62		
455	Per Amp	Per Amp	S8FXN	\$10.61		
456	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
457	FIBER CABLE PLACEMENT					
458	Central Office:					
459	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
460	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
461	CEV, HUT & Cabinets:					
462	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
463	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
464	MISCELLANEOUS & OPTIONAL COST:					
465	MISCELLANEOUS COSTS					
466	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
467	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
468	VIRTUAL FRAME OPTIONS					
469	Standard Equipment Bay	Each (CLEC Provided)	NONE			
470	CEV, HUT, CABINET					
471	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
472	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
473	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
474	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
475	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
476	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
477	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
478	INTERCONNECTION COSTS:					
479	ILEC TO CLEC CONNECTION					
480	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
481	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
482	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
483	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
484	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
485	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
486	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
487	VIRTUAL TO VIRTUAL CONNECTION					
488	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
489	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
490	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
491	Route Design		NRLWF		\$463.36	
492	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
493	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
494	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
495	PROJECT MANAGEMENT					
496	CEV, HUT & CABINET					
497	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

	A	B	C	D	E	F
3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
498	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
499	CENTRAL OFFICE TYPE					
500	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
501	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
502	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
503	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
504	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
505	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
506	CEV, HUT & CABINET					
507	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
508	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
509	ADDITIONAL LABOR ELEMENTS					
510	TRAINING					
511	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
512	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
513	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
514	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
515	EQUIPMENT EVALUATION COST					
516	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
517	TEST AND ACCEPTANCE					
518	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
519						
520	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
521	REAL ESTATE					
522	Site Conditioning	Per Frame	S8FX5		\$92.81	
523	Safety & Security	Per Frame	S8FX6		\$195.57	
524	Floor Space Usage	Per Frame	S8FX1	\$28.91		
525	COMMON SYSTEMS					
526	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
527	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
528	PLANNING					
529	Planning	Per Request	NRM99		\$5,555.76	
530	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
531	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
532	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
533	POWER PROVISIONING					
534	Power Cable and Infrastructure:					
535	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
536	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
537	Equipment Grounding:					
538	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
539	DC POWER AMPERAGE CHARGE					
540	HVAC	Per 10 Amps	S8FXO	\$14.62		
541	Per Amp	Per Amp	S8FXN	\$10.61		
542	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
543	FIBER CABLE PLACEMENT					
544	Central Office:					
545	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
546	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
547	CEV, HUT & Cabinets:					
548	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
549	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
550	MISCELLANEOUS & OPTIONAL COST:					
551	MISCELLANEOUS COSTS					
552	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
553	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
554	VIRTUAL FRAME OPTIONS					
555	Standard Equipment Bay	Each	S8FX2	\$22.19		
556	CEV, HUT, CABINET					
557	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
558	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
559	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
560	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
561	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
562	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
563	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

	A	B	C	D	E	F
3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
564	INTERCONNECTION COSTS:					
565	ILEC TO CLEC CONNECTION					
566	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
567	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
568	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
569	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
570	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
571	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
572	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
573	VIRTUAL TO VIRTUAL CONNECTION					
574	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
575	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
576	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
577	Route Design		NRML9		\$463.36	
578	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
579	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
580	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
581	PROJECT MANAGEMENT					
582	CEV, HUT & CABINET					
583	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17	
584	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
585	CENTRAL OFFICE TYPE					
586	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
587	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
588	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
589	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
590	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
591	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
592	CEV, HUT & CABINET					
593	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
594	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
595	ADDITIONAL LABOR ELEMENTS					
596	TRAINING					
597	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
598	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
599	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
600	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
601	EQUIPMENT EVALUATION COST					
602	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
603	TEST AND ACCEPTANCE					
604	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
605						
606	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
607	PLANNING					
608	Planning - Initial	Per Request	NRFA1		\$9,268.73	
609	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
610	REAL ESTATE					
611	Land Rental	Per Square Foot	S8GEN	\$0.44		
612	POWER PROVISIONING					
613	Power Cable and Infrastructure:					
614	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
616	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
617	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
618	AC Service:					
619	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
620	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
August 5, 2004

13-STATE/TIME WARNER TELECOM OF INDIANA, L.P.
EFFECTIVE DATE:

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	A	B	C	D	E	F
3	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
621	DC POWER AMPERAGE CHARGE					
622	Per Amp	Per Amp	S8GCR	\$10.61		
623	FIBER CABLE PLACEMENT					
624	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
625	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
626	CABLE RACK					
627	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
628	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
629	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
630	CONDUIT PLACEMENT					
631	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
632	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
633	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
634	INTERCONNECTION COSTS:					
635	ILEC TO CLEC CONNECTION					
636	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
637	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
638	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
639	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89	
640	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40	
641	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67	
642	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
643						
644	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
645	PLANNING					
646	Planning - Initial	Per Request	NRFA1		\$9,268.73	
647	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
648	REAL ESTATE					
649	Land Rental	Per Square Foot	S8GEN	\$0.44		
650	POWER PROVISIONING					
651	Power Cable and Infrastructure:					
652	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
653	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00	
654	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
655	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
656	AC Service:					
657	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
658	AC Usage	Per KWH	S8GEO	\$0.05		
659	DC POWER AMPERAGE CHARGE					
660	Per Amp	Per Amp	S8GCR	\$10.61		
661	FIBER CABLE PLACEMENT					
662	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
663	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
664	CABLE RACK					
665	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
666	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
667	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
668	CONDUIT PLACEMENT					
669	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
670	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
671	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
672	INTERCONNECTION COSTS:					
673	ILEC TO CLEC CONNECTION					
674	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93	
675	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93	
676	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45	
677	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45	
678	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33	
679	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33	
680	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
681						

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COLLOCATION RATE SUMMARY
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	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
3	Product Type	Rate Element Description	USOC			
682	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
683	PLANNING					
684	Planning	Per Request	NRFA3		\$1,254.32	
685	CONDUIT					
686	Conduit Space	Per Innerduct	S8GEW	\$1.17		
687	INTERCONNECTION COSTS:					
688	ILEC TO CLEC CONNECTION					
689	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43		
690	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96		
691	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03		
692	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43		
693	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02		
694						
695	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE					
696	PLANNING					
697	Planning	Per Request	NRFA3		\$1,254.32	
698	CONDUIT					
699	Conduit Space	Per Innerduct	S8GEW	\$1.17		
700	INTERCONNECTION COSTS:					
701	ILEC TO CLEC CONNECTION					
702	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31	
703	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99	
704	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99	
705	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31	
706	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20	

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

This UNE Conforming Amendment and Term Extension is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana ("SBC Indiana") and Time Warner Telecom of Indiana, L.P ("TWTC").

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 251(c)"); 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;

WHEREAS, having agreed to incorporate change in the law as specified herein, the Parties have agreed to extend the term of their interconnection agreement(s),

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended, as follows, to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 252(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1.1 Pursuant to the *TRO* and to the decision in *USTA II*, *except as provided in Paragraph 2.1*, nothing in the Agreement requires SBC Indiana to provide to TWTC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

- (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or dark fiber transport; (iii) local circuit switching [or any other form of circuit switching]; (iv) OCn loops, DS1 or DS3 loops, or dark fiber loops; (v) the feeder portion of the loop; (vi) the "high frequency portion of the loop" (including as used in line sharing); (vii) any call-related database (other than the 911 and E911 databases), that is not provisioned in connection with TWTC's use of SBC Indiana's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on

an unbundled basis, SBC Indiana is not obligated to provide, and TWTC shall not request such call-related databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with TWTC's use of SBC Indiana's unbundled local circuit switching (as local circuit switching is no longer, or is no longer to be, provided under this Agreement on an unbundled basis, SBC Indiana is not obligated to provide, and TWTC shall not request, SS7 signaling under this Agreement); (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 C.F.R. § 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; (xi) fiber-to-the-home Loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC Indiana 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 SBC Indiana will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.2 For purposes of this Amendment, the following elements shall be referred to as the "USTA II Elements":

- 1.2.1 local circuit switching for "mass market" customers (as used in the *TRO*) (per vacatur of 47 C.F.R. § 51.319(d)(2),(5));
- 1.2.2 DS1 and DS3 dedicated transport (per vacatur of 47 C.F.R. § 51.319(e)); and
- 1.2.3 DS1 and DS3 loops (per vacatur of 47 C.F.R. § 51.319(a)(4),(5),(7)), and dark fiber loops and transport (per vacatur of 47 C.F.R. § 51.319(e) and 47 C.F.R. § 51.319(a)(6)).

2.1 USTA II Elements. SBC Indiana shall provide under this Agreement, on an unbundled basis, the USTA II Elements until the earlier of (a) the effective date of final unbundling rules promulgated by the FCC; or (b) the date that is six (6) months after Federal Register publication of the Order and Notice of Proposed Rulemaking, *In the Matter of 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 04-179 (rel. Aug. 20, 2004) ("*Interim Order*"), that date being through March 14, 2005, except to the extent that the rates, terms and conditions are or have been superseded by (1) voluntarily negotiated agreements between SBC Indiana and TWTC, (2) an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a pending petition for reconsideration), or (3) (with respect to rates only) a state public utility commission order raising the rates for network elements. In the event the *Interim Order* is withdrawn, vacated or stayed, or is otherwise determined to be invalid ("*Interim Order Exclusion*") prior to March 15, 2005, the Parties agree to negotiate an amendment to the Agreement consistent with the *Interim Order Exclusion*.

2.1.1 To the extent the Agreement is still in effect following the occurrence of the earlier of (a) or (b), above, the following shall occur:

- 2.1.1.1 If (a) -- The *Interim Order Exclusion* shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to each of the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below); provided, however,

that any USTA II Element for which the FCC has adopted a rule(s) requiring that such USTA II Element must be made available under Section 251(c)(3) shall continue to be provided by SBC Indiana in accordance with rates, terms and conditions of the Agreement related to those USTA II Element(s) that were in effect prior to the Effective Date of the Amendment, to the extent they are consistent with the new FCC rule(s), all subject to any subsequent amendments permitted by the *Interim Order*. In any event, the Parties shall incorporate rates, terms and conditions that fully reflect the new FCC rule(s) for any such USTA II Element into the Agreement by an amendment, approved by the Commission.

2.1.1.2 If (b) -- The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.1.3 If (c) – The Interim Order Exclusion shall expire, and the general rule of Paragraph 1.1 shall become fully applicable and effective as to the USTA II Elements as of January 1, 2005 (subject to the Notice and Transition set forth in Section 3.1, below).

2.1.2 Nothing in this Paragraph 2.1 shall affect the application of Paragraph 1.1 to elements that are *not* USTA II Elements.

3.1 Notice and Transition. In addition, if the Interim Order Exclusion ends because Section 2.1(a) occurs, and the FCC determines that one or more additional network elements are no longer required to be unbundled under Section 251(c)(3), then SBC Indiana 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 TWTC under the Agreement, and the following notice and transition procedure shall apply:

3.1.1 SBC Indiana will provide written notice to TWTC 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 sixty (60) days from the date of such notice, SBC Indiana agrees to continue providing such network element(s) under the terms of the Agreement.

3.1.1.1 Upon receipt of such written notice, TWTC will cease new orders for such network element(s) that are identified in the SBC Indiana notice letter. SBC Indiana reserves the right to monitor, review, and/or reject TWTC orders transmitted to SBC Indiana and, to the extent that the TWTC has submitted orders and such orders are provisioned after this sixty (60) day transitional period, such network elements are still subject to this Paragraph 3.1, including the TWTC options set forth in subparagraph 3.1.1.2 below, and SBC Indiana's right of conversion in the event the TWTC options are not accomplished by the end of the sixty (60) day transitional period.

3.1.1.2 During such sixty (60) day transitional period, the following options are available to TWTC with regard to the network element(s) identified in the SBC Indiana notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) TWTC 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) SBC Indiana and TWTC 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 sixty (60) day transitional period, unless TWTC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 3.1.1.2(i), above, and if TWTC and SBC Indiana have failed to reach agreement, under subparagraph 3.1.1.2(ii), above, as to a substitute service arrangement or element, then SBC Indiana will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

4. Except as prohibited or otherwise affected by the *Interim Order*, nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
5. 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.
6. Nothing in this Amendment shall be deemed to amend or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
7. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.
8. The Parties agree that the term of their Agreement as specified in Section 5 of the General Terms and Conditions (Effective Date Term and Termination) shall be modified to read December 15, 2006. The remainder of Section 5 shall continue in full force and effect.
9. Notwithstanding any contrary provision in the Agreement, this Amendment, or any SBC Indiana tariff, nothing contained in the Agreement, this Amendment, or any SBC Indiana tariff shall limit SBC Indiana's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Indiana Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect SBC Indiana's obligations under the Agreement, this Amendment, any SBC Indiana tariff, or Applicable Law.
10. Any performance measures and remedies identified in the Agreement apply solely to UNEs which SBC Indiana is obligated to offer under Section 251(c)(3) of the Act. If an element is no longer required to be provided as an unbundled network element under this Agreement by virtue of this Amendment, SBC Indiana will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.
11. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or

proceedings and any remands thereof, including, without limitation, the following actions, which the Parties may have not yet fully incorporated into the Agreement or which may be the subject of further government review *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

12. Intervening Law: This Amendment is entered into as a result of both private negotiation between the Parties and the incorporation of the results of arbitration by the Commission. If any action of the Indiana Commission or the federal government, including regulatory, legislative or judicial action, invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party ("Written Notice"). Further, if any action of the Indiana Commission or of the federal government, including regulatory, legislative or judicial action, materially affects any of the rates, terms or conditions of this Amendment, the affected rates, terms and conditions shall be immediately invalidated or modified consistent with such action upon Written Notice. In the event of any such Written Notice, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. Specifically, 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 negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Agreement. In entering into this Amendment, the Parties acknowledge and agree that they have not yet modified any of the Agreement or Amendment provisions that may have been or may be impacted by any regulatory, legislative or judicial action that occurred between the date of TWTC's request for this Amendment or Agreement and the Effective Date of this Amendment or Agreement or by any of the government actions identified in this Amendment. Notwithstanding that the Parties have not yet modified any of the Agreement or this Amendment provisions to reflect any of the foregoing government actions, the Parties agree that such governmental actions should be reflected in the rates, terms and conditions of the Agreement and this Amendment. Accordingly, either Party may invoke this Section with regard to any such government actions, even after the effective date of this Amendment or the Agreement.
13. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by SBC Indiana, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom General Partnership, its
general partner
By: Time Warner Telecom Holdings Inc., its
managing general partner

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent

By: _____

By: _____

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Title: _____
(Print or Type)

Title: ^{For/} Senior Vice President -
Industry Markets & Diversified Businesses

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		First	Additional
3	<u>NETWORK ELEMENTS</u>						
4	<u>Loops</u>						
5		2-Wire Analog - Rural (Rate Class 1) <i>/3/</i>	U2HX1	\$	11.50	See NRC prices below	
6		2-Wire Analog - Suburban (Rate Class 2) <i>/3/</i>	U2HX2	\$	12.50	See NRC prices below	
7		2-Wire Analog - Metro (Rate Class 3) <i>/3/</i>	U2HX3	\$	12.00	See NRC prices below	
8		2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$	9.57	See NRC prices below	
9		2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$	8.90	See NRC prices below	
10		2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$	8.84	See NRC prices below	
11		2-Wire Ground Start, PBX - Rural (Rate Class 1) <i>/3/</i>	U2JX1	\$	11.67	See NRC prices below	
12		2-Wire Ground Start, PBX - Suburban (Rate Class 2) <i>/3/</i>	U2JX2	\$	13.01	See NRC prices below	
13		2-Wire Ground Start, PBX - Metro (Rate Class 3) <i>/3/</i>	U2JX3	\$	12.63	See NRC prices below	
14		2-Wire COPTS Coin - Rural (Rate Class 1) <i>/3/</i>	U2CX1	\$	12.00	See NRC prices below	
15		2-Wire COPTS Coin - Suburban (Rate Class 2) <i>/3/</i>	U2CX2	\$	13.46	See NRC prices below	
16		2-Wire COPTS Coin - Metro (Rate Class 3) <i>/3/</i>	U2CX3	\$	13.07	See NRC prices below	
17		2-Wire EKL - Rural (Rate Class 1) <i>/3/</i>	U2KX1	\$	13.17	See NRC prices below	
18		2-Wire EKL - Suburban (Rate Class 2) <i>/3/</i>	U2KX2	\$	15.09	See NRC prices below	
19		2-Wire EKL - Metro (Rate Class 3) <i>/3/</i>	U2KX3	\$	14.66	See NRC prices below	
20		Conditioning for dB Loss					
21		4-Wire Analog - Rural (Rate Class 1) <i>/3/</i>	U4HX1	\$	27.28	See NRC prices below	
22		4-Wire Analog - Suburban (Rate Class 2) <i>/3/</i>	U4HX2	\$	31.49	See NRC prices below	
23		4-Wire Analog - Metro (Rate Class 3) <i>/3/</i>	U4HX3	\$	30.59	See NRC prices below	
24		2-Wire Digital - Rural (Rate Class 1) <i>/3/</i>	U2QX1	\$	16.00	See NRC prices below	
25		2-Wire Digital - Suburban (Rate Class 2) <i>/3/</i>	U2QX2	\$	19.48	See NRC prices below	
26		2-Wire Digital - Metro (Rate Class 3) <i>/3/</i>	U2QX3	\$	18.19	See NRC prices below	
27							
28	<u>DSL Capable Loops</u>						
29	<u>2-Wire xDSL Loop</u>						
30		PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	2SLA1	\$	9.33	See NRC prices below	
31		PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	2SLA2	\$	10.45	See NRC prices below	
32		PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	2SLA3	\$	9.84	See NRC prices below	
33							
34		PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	2SLC1	\$	9.33	See NRC prices below	
35		PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	2SLC2	\$	10.45	See NRC prices below	
36		PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	2SLC3	\$	9.84	See NRC prices below	
37							
38		PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	2SLB1	\$	9.33	See NRC prices below	
39		PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	2SLB2	\$	10.45	See NRC prices below	
40		PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	2SLB3	\$	9.84	See NRC prices below	
41							
42		PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	2SLD1	\$	9.33	See NRC prices below	
43		PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	2SLD2	\$	10.45	See NRC prices below	
44		PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	2SLD3	\$	9.84	See NRC prices below	
45							
46		PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	UWRA1	\$	9.33	See NRC prices below	
47		PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	UWRA2	\$	10.45	See NRC prices below	
48		PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	UWRA3	\$	9.84	See NRC prices below	
49							
50		PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	2SLF1	\$	9.33	See NRC prices below	
51		PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	2SLF2	\$	10.45	See NRC prices below	
52		PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	2SLF3	\$	9.84	See NRC prices below	
53	<u>4-Wire xDSL Loop</u>						
54		PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural <i>/3/</i>	4SL11	\$	16.95	See NRC prices below	
55		PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban <i>/3/</i>	4SL12	\$	19.08	See NRC prices below	
56		PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro <i>/3/</i>	4SL13	\$	18.18	See NRC prices below	
57							
58	<u>IDSL Capable Loop</u>						
59		IDSL Loop Class 1 - Rural <i>/3/</i>	UY5F1	\$	9.33	See NRC prices below	
60		IDSL Loop Class 2 - Suburban <i>/3/</i>	UY5F2	\$	10.45	See NRC prices below	
61		IDSL Loop Class 3 - Metro <i>/3/</i>	UY5F3	\$	9.84	See NRC prices below	
62							
63	<u>LST</u>						
64		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$	165.26
65							
66							
67	<u>Loop Qualification Process</u>						
68		Loop Qualification Process - Mechanized	NR98U	N/A		\$	0.10 N/A
69		Loop Qualification Process - Manual	NRBXU	N/A		TBD	N/A
70		Loop Qualification Process - Detailed Manual	TBD	N/A		TBD	N/A
71							
72	<u>xDSL Conditioning</u>						
73		DSL Conditioning Options - >12KFT					
74		Removal of Repeater Options (per unit removed)	NRBXV	N/A		\$24.70	N/A
75		Removal Excessive Bridged Tap Option (per unit removed)	NRBXW	N/A		\$16.09	N/A
76		Removal of Load Coil (per unit removed)	NRBXZ	N/A		\$16.18	N/A
77							
78	<u>Loop Non-Recurring Charges (Excluding DS3)</u>						
79		Res/Bus Analog/2-W digital Loop, Initial Request, Install <i>/3/</i>	SEPUP	N/A		\$	6.83 N/A
80		Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect <i>/3/</i>	NR9OE			\$	4.29

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	SBC Generic Rates			Monthly		First	Additional
81		Res/BUS Analog/2-W digital Loop, Subsequent Request <i>/3/</i>	REAH9	N/A		\$ 6.83	N/A
82		Res/BUS Analog/2-W digital Loop, record Request <i>/3/</i>	NR9UP			\$ 6.43	
83		Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install <i>/3/</i>	SEPUC	N/A		\$ 22.48	N/A
84		Res/BUS Standalone Line Connection Charge, Initial, Disconnect <i>/3/</i>	NR9OG			\$ 7.42	
85		Res/Bus Standalone Line Connection Charge, Additional, Install <i>/3/</i>	REAH5	N/A			\$ 15.55
86	<i>/*</i>	Res/BUS Standalone Line Connection Charge, Additional, Disconnect <i>/3/</i>	PENDING				\$ 4.81
87							
88							
89	SUB-LOOPS						
90		ECS to SAI sub-loop					
91		2 Wire Analog - Rate Group 3	PENDING	\$ 1.73		See NRC prices below	
92		2 Wire Analog - Rate Group 2	PENDING	\$ 1.24		See NRC prices below	
93		2 Wire Analog - Rate Group 1	PENDING	\$ 3.17		See NRC prices below	
94		4 Wire Analog - Rate Group 3	PENDING	\$ 3.44		See NRC prices below	
95		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48		See NRC prices below	
96		4 Wire Analog - Rate Group 1	PENDING	\$ 6.32		See NRC prices below	
97		2 Wire DSL - Rate Group 3	PENDING	\$ 1.73		See NRC prices below	
98		2 Wire DSL - Rate Group 2	PENDING	\$ 1.24		See NRC prices below	
99		2 Wire DSL - Rate Group 1	PENDING	\$ 3.17		See NRC prices below	
100		4 Wire DSL - Rate Group 3	PENDING	\$ 3.44		See NRC prices below	
101		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48		See NRC prices below	
102		4 Wire DSL - Rate Group 1	PENDING	\$ 6.32		See NRC prices below	
103		ECS to Terminal sub-loop					
104		2 Wire Analog - Rate Group 3	PENDING	\$ 5.71		See NRC prices below	
105		2 Wire Analog - Rate Group 2	PENDING	\$ 5.95		See NRC prices below	
106		2 Wire Analog - Rate Group 1	PENDING	\$ 8.02		See NRC prices below	
107		4 Wire Analog - Rate group 3	PENDING	\$ 11.45		See NRC prices below	
108		4 Wire Analog - Rate Group 2	PENDING	\$ 11.92		See NRC prices below	
109		4 Wire Analog - Rate Group 1	PENDING	\$ 15.99		See NRC prices below	
110		2 Wire DSL - Rate Group 3	PENDING	\$ 5.71		See NRC prices below	
111		2 Wire DSL - Rate Group 2	PENDING	\$ 5.95		See NRC prices below	
112		2 Wire DSL - Rate group 1	PENDING	\$ 8.02		See NRC prices below	
113		4 Wire DSL - Rate Group 3	PENDING	\$ 11.45		See NRC prices below	
114		4 Wire DSL - Rate Group 2	PENDING	\$ 11.92		See NRC prices below	
115		4 Wire DSL - Rate Group 1	PENDING	\$ 15.99		See NRC prices below	
116		ECS to NID sub-loop					
117		2 Wire Analog - Rate group 3	PENDING	\$ 6.47		See NRC prices below	
118		2 Wire Analog - Rate Group 2	PENDING	\$ 6.72		See NRC prices below	
119		2 Wire Analog - Rate Group 1	PENDING	\$ 8.75		See NRC prices below	
120		4 Wire Analog - Rate Group 3	PENDING	\$ 12.93		See NRC prices below	
121		4 Wire Analog - Rate Group 2	PENDING	\$ 13.46		See NRC prices below	
122		4 Wire Analog - Rate group 1	PENDING	\$ 17.51		See NRC prices below	
123		2 Wire DSL - Rate Group 3	PENDING	\$ 6.47		See NRC prices below	
124		2 Wire DSL - Rate group 2	PENDING	\$ 6.72		See NRC prices below	
125		2 Wire DSL - Rate Group 1	PENDING	\$ 8.75		See NRC prices below	
126		4 Wire DSL - Rate Group 3	PENDING	\$ 12.93		See NRC prices below	
127		4 Wire DSL - Rate Group 2	PENDING	\$ 13.46		See NRC prices below	
128		4 Wire DSL - Rate Group 1	PENDING	\$ 17.51		See NRC prices below	
129		SAI to Terminal sub-loop					
130		2 Wire Analog - Rate group 3	PENDING	\$ 4.85		See NRC prices below	
131		2 Wire Analog - Rate Group 2	PENDING	\$ 5.56		See NRC prices below	
132		2 Wire Analog - Rate Group 1	PENDING	\$ 5.90		See NRC prices below	
133		4 Wire Analog - Rate Group 3	PENDING	\$ 9.75		See NRC prices below	
134		4 Wire Analog - Rate Group 2	PENDING	\$ 11.13		See NRC prices below	
135		4 Wire Analog - Rate Group 1	PENDING	\$ 11.77		See NRC prices below	
136		2 Wire DSL - Rate Group 3	PENDING	\$ 4.85		See NRC prices below	
137		2 Wire DSL - Rate Group 2	PENDING	\$ 5.56		See NRC prices below	
138		2 Wire DSL - Rate Group 1	PENDING	\$ 5.90		See NRC prices below	
139		4 Wire DSL - Rate Group 3	PENDING	\$ 9.75		See NRC prices below	
140		4 Wire DSL - Rate Group 2	PENDING	\$ 11.13		See NRC prices below	
141		4 Wire DSL - Rate Group 1	PENDING	\$ 11.77		See NRC prices below	
142		SAI to NID sub-loop					
143		2 Wire Analog - Rate group 3	PENDING	\$ 5.60		See NRC prices below	
144		2 Wire Analog - Rate Group 2	PENDING	\$ 6.33		See NRC prices below	
145		2 Wire Analog - Rate Group 1	PENDING	\$ 6.65		See NRC prices below	
146		4 Wire Analog - Rate Group 3	PENDING	\$ 11.24		See NRC prices below	
147		4 Wire Analog - Rate Group 2	PENDING	\$ 12.65		See NRC prices below	
148		4 Wire Analog - Rate Group 1	PENDING	\$ 13.26		See NRC prices below	
149		2 Wire DSL - Rate Group 3	PENDING	\$ 5.60		See NRC prices below	
150		2 Wire DSL - Rate Group 2	PENDING	\$ 6.33		See NRC prices below	
151		2 Wire DSL - Rate Group 1	PENDING	\$ 6.65		See NRC prices below	
152		4 Wire DSL - Rate Group 3	PENDING	\$ 11.24		See NRC prices below	
153		4 Wire DSL - Rate Group 2	PENDING	\$ 12.65		See NRC prices below	
154		4 Wire DSL - Rate Group 1	PENDING	\$ 13.26		See NRC prices below	
155		Terminal to NID sub-loop					
156		2 Wire Analog - Rate Group 3	PENDING	\$ 1.23		See NRC prices below	
157		2 Wire Analog - Rate Group 2	PENDING	\$ 1.22		See NRC prices below	
158		2 Wire Analog - Rate Group 1	PENDING	\$ 1.22		See NRC prices below	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			USOC	Recurring		Non-Recurring	
2	SBC Generic Rates				Monthly		First	Additional
159			4 Wire Analog - Rate Group 3	PENDING	\$ 2.49		See NRC prices below	
160			4 Wire Analog - Rate Group 2	PENDING	\$ 2.48		See NRC prices below	
161			4 Wire Analog - Rate Group 1	PENDING	\$ 2.43		See NRC prices below	
162			2 Wire DSL - Rate Group 3	PENDING	\$ 1.23		See NRC prices below	
163			2 Wire DSL - Rate Group 2	PENDING	\$ 1.22		See NRC prices below	
164			2 Wire DSL - Rate Group 1	PENDING	\$ 1.22		See NRC prices below	
165			4 Wire DSL - Rate Group 3	PENDING	\$ 2.49		See NRC prices below	
166			4 Wire DSL - Rate Group 2	PENDING	\$ 2.48		See NRC prices below	
167			4 Wire DSL - Rate Group 1	PENDING	\$ 2.43		See NRC prices below	
168			NID sub-loop element					
169			2 Wire Analog - Rate Group 3	PENDING	\$ 0.16		See NRC prices below	
170			2 Wire Analog - Rate Group 2	PENDING	\$ 0.16		See NRC prices below	
171			2 Wire Analog - Rate Group 1	PENDING	\$ 0.16		See NRC prices below	
172			4 Wire Analog - Rate Group 3	PENDING	\$ 0.32		See NRC prices below	
173			4 Wire Analog - Rate Group 2	PENDING	\$ 0.32		See NRC prices below	
174			4 Wire Analog - Rate Group 1	PENDING	\$ 0.32		See NRC prices below	
175			2 Wire DSL - Rate Group 3	PENDING	\$ 0.16		See NRC prices below	
176			2 Wire DSL - Rate Group 2	PENDING	\$ 0.16		See NRC prices below	
177			2 Wire DSL - Rate Group 1	PENDING	\$ 0.16		See NRC prices below	
178			4 Wire DSL - Rate Group 3	PENDING	\$ 0.32		See NRC prices below	
179			4 Wire DSL - Rate Group 2	PENDING	\$ 0.32		See NRC prices below	
180			4 Wire DSL - Rate Group 1	PENDING	\$ 0.32		See NRC prices below	
181			2 Wire ISDN Compatible - Rate Group 3	PENDING	\$ 0.16		See NRC prices below	
182			2 Wire ISDN Compatible - Rate Group 2	PENDING	\$ 0.16		See NRC prices below	
183			2 Wire ISDN Compatible - Rate Group 1	PENDING	\$ 0.16		See NRC prices below	
184			Sub-Loop Non-Recurring Charges					
185			2-Wire Analog Sub-Loop	PENDING			\$ 185.80	
186			4-Wire Analog Sub-Loop	PENDING			\$ 186.65	
187			2-Wire xDSL Digital Sub-Loop	PENDING			\$ 214.54	
188			4-Wire xDSL Digital Sub-Loop	PENDING			\$ 218.09	
189			2-Wire ISDN Digital Sub-Loop	PENDING			\$ 236.77	
190			Service Order Charge					
191			Establish, per occasion	PENDING			\$ 14.57	
192			Add or change, per occasion	PENDING			\$ 14.57	
193			Line Connection Charge					
194			per occasion	PENDING			\$ 29.33	
195								
196			Cross Connects					
197			2-Wire	CXCT2	\$ 0.14		NA	NA
198								
199								
200			Enhanced Extended Loop (EEL) Service Order per LSR					
201			<i>/*/</i> Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install <i>/3/</i>	PENDING			\$ 6.89	
202			<i>/*/</i> Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect <i>/3/</i>	PENDING			\$ 4.20	
203			<i>/*/</i> Electronic, Analog/2-Wire Digital Loop, Subsequent Order <i>/3/</i>	PENDING				\$ 6.14
204			<i>/*/</i> Manual, Analog /2-Wire Digital Loop, Establishment Request, Install <i>/3/</i>	PENDING			\$ 51.78	
205			<i>/*/</i> Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect <i>/3/</i>	PENDING			\$ 34.80	
206			<i>/*/</i> Manual, Analog{2-Wire Digital Loop, Subsequent Order <i>/3/</i>	PENDING				\$ 48.55
207								
208			Enhanced Extended Loop (EEL) New Combination per Element					
209			<i>/*/</i> 2Wire Analog Loop Connection, Initial, Install <i>/3/</i>	PENDING			\$ 91.87	
210			<i>/*/</i> 2- Wire Analog Loop Connection, Initial, Disconnect <i>/3/</i>	PENDING			\$ 15.48	
211			<i>/*/</i> 2-Wire Analog(Loop Connection, Additional, Install <i>/3/</i>	PENDING				\$ 66.36
212			<i>/*/</i> 2- Wire Analog/ Loop Connection, Additional, Disconnect <i>/3/</i>	PENDING				\$ 10.55
213			<i>/*/</i> 4-Wire Analog/ Loop Connection, Initial, Install <i>/3/</i>	PENDING			\$ 93.41	
214			<i>/*/</i> 4-Wire Analog Loop Connection, Initial, Disconnect <i>/3/</i>	PENDING			\$ 17.04	
215			<i>/*/</i> 4-Wire Analog Loop Connection, Additional, Install <i>/3/</i>	PENDING				\$ 67.89
216			<i>/*/</i> 4- Wire Analog Loop Connection, Additional, Disconnect <i>/3/</i>	PENDING				\$ 12.11
217			<i>/*/</i> 2-Wire Digital Loop Connection, Initial, Install <i>/3/</i>	PENDING			\$ 100.08	
218			<i>/*/</i> 2-Wire Digital Loop Connection, Initial, Disconnect <i>/3/</i>	PENDING			\$ 14.98	
219			<i>/*/</i> 2-Wire Digital Loop Connection, Additional, Install <i>/3/</i>	PENDING				\$ 66.20
220			<i>/*/</i> 2-Wire Digital Loop Connection, Additional, Disconnect <i>/3/</i>	PENDING				\$ 10.05
221								
222			Routine Modifications					
223			Routine Modifications of Existing Facilities Charge	NA	NA		ICB	NA
224								
225			LNP					
226			Local Number Portability <i>/4/</i>	NSR	\$0.00		N/A	
227								
228			Maintenance of Service Charges	VRP	NA		\$ 51.00	NA
229								
230								
231			OTHER					
232			DIRECTORY ASSISTANCE					
233								
234			Facility-Based DA					
235			Directory Assistance, per call	OPEN	\$ 0.30		NA	NA
236			Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15		NA	NA

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			USOC	Recurring		Non-Recurring	
2	SBC Generic Rates				Monthly		First	Additional
237		Directory Assistance/National Directory Assistance, Reverse DA, per call		OPEN	\$ 0.35		NA	NA
238		Branding - Other - Initial/Subsequent Load		OPEN			\$1,800.00	NA
239		- per call		OPEN	\$ 0.025			
240		Branding - Facility Based - Initial/Subsequent Load						
241		- Branding, per trunk group		OPEN	NA		\$ 800.00	NA
242		Directory Assistance - Rate Reference - Initial Load		OPEN	NA		\$ 2,200.00	NA
243		Directory Assistance - Rate Reference - Subsequent Load		OPEN	NA		\$ 1,000.00	NA
244								
245	DA Listings							
246	DA Listing Liscense							
247		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)						
248		- per listing for initial load		OPEN	NA		\$ 0.040	NA
249		- per listing for subsequent updates		OPEN	NA		\$ 0.060	NA
250		Option #2 Full File (all states inclusive) Billable Release						
251		- per listing for initial load		OPEN	NA		\$ 0.020	NA
252		- per listing for subsequent updates		OPEN	NA		\$ 0.030	NA
253		- per usage/query		OPEN	NA		\$ 0.020	NA
254		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)						
255		- per listing for initial load		OPEN	NA		\$ 0.050	NA
256		- per listing for subsequent updates		OPEN	NA		\$ 0.060	NA
257		Option #4 Pick & Choose (by state) Billable Release						
258		- per listing for initial load		OPEN	NA		\$ 0.020	NA
259		- per listing for subsequent updates		OPEN	NA		\$ 0.030	NA
260		- per usage/query		OPEN	NA		\$ 0.020	NA
261								
262	OPERATOR SERVICES							
263		Fully Automated Call Processing, per occurrence		OPEN	\$ 0.15		NA	NA
264		Operator Assisted Call Processing, per work second		OPEN	\$ 0.02		NA	NA
265		Branding - Other - Initial/Subsequent Load		OPEN			\$ 1,800.00	NA
266		- per call		OPEN	\$ 0.025			
267		Branding - Facility Based - Initial/Subsequent Load						
268		- per trunk group		OPEN	NA		\$ 800.00	NA
269		Operator Services - Rate Reference - Initial Load		OPEN	NA		\$ 2,200.00	NA
270		Operator Services - Rate Reference - Subsequent Load		OPEN	NA		\$ 1,000.00	NA
271								
272	Ancillary Message Billing Compensation (Per Message)			OPEN	\$ 0.03		NA	NA
273								
274								
275	Structure Access - Poles & Ducts				Annually			
276		Per Pole attachment*		OPEN	\$ 3.08			
277		Per Foot of innerduct		OPEN	\$ 0.33			
278		Application fee		OPEN			\$ 200.00	
279		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each						
280		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
281								
282	Emergency Number Service Access							
283		911 Selective Router Interconnection						
284		-Each DSO installed		USAGE	\$ -		\$ 665.49	
285		-Analog Channel Interface		EVG9X	\$ 26.64		\$ 770.97	
286		ANI/ALI/SR and Database Management						
287		- Per 100 records, rounded up to nearest 100		9S89X	\$ 3.55		\$ -	
288								
289		Access Routing File, per carrier		USAGE	\$ 50.80			
290		911 Selective Router Switch Administration						
291		-Per Selective Router		USAGE	\$ 5.57		\$ 1,717.33	
292								
293	INTERCARRIER COMPENSATION							
294	End Office Switching							
295		Set up charge, per call		USAGE	\$ 0.011603			
296		Duration charge, per MOU		USAGE	\$ 0.000830			
297	Tandem Switching							
298		Set up charge, per call		USAGE	\$ 0.000400			
299		Duration charge, per MOU		USAGE	\$ 0.000194			
300	Tandem Transport Termination, per MOU			USAGE	\$ 0.000102			
301	Tandem Transport Facility per MOU, per Mile			USAGE	\$ 0.000005			
302								
303								
304	Rate for Presumed ISP-Bound Traffic, as per FCC 01-131			USAGE	\$ 0.000700			
305								
306								
307	/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana						
308								
309	/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,						
310		and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.						
311								
312	/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.						

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	SBC Generic Rates		USOC	Monthly		First	Additional
313							
314	/*/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter. Please contact your SBC Indiana local wholesale account manager with any questions.					
315							
316	/4/ Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.						
317							
318							
319	RESALE			RESALE DISCOUNTS			
320	BUSINESS			RECURRING		NON-RECURRING	
321	LOCAL EXCHANGE SERVICE						
322	Business 1 Party		RESALE	21.46%		21.46%	
323	Business - Measured		RESALE	21.46%		21.46%	
324	Customer Operated Pay Telephone (COPT)		RESALE	21.46%		21.46%	
325							
326	EXPANDED LOCAL CALLING						
327	Extended Area Service		RESALE	21.46%		21.46%	
328							
329	VERTICAL SERVICES						
330	Anonymous Call Rejection		RESALE	21.46%		21.46%	
331	Repeat Dialing (Auto Redial)		RESALE	21.46%		21.46%	
332	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		RESALE	21.46%		21.46%	
333	Call Blocker		RESALE	21.46%		21.46%	
334	Call Forwarding		RESALE	21.46%		21.46%	
335	Call Forwarding - Busy Line		RESALE	21.46%		21.46%	
336	Call Forwarding - Busy Line/Don't Answer		RESALE	21.46%		21.46%	
337	Call Forwarding - Don't Answer		RESALE	21.46%		21.46%	
338	Automatic CallBack (Call Return)		RESALE	21.46%		21.46%	
339	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		RESALE	21.46%		21.46%	
340	Call Trace		RESALE	21.46%		21.46%	
341	Call Waiting		RESALE	21.46%		21.46%	
342	Caller ID WithName (Calling Name)		RESALE	21.46%		21.46%	
343	Caller ID (Calling Number)		RESALE	21.46%		21.46%	
344	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		RESALE	21.46%		21.46%	
345	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		RESALE	21.46%		21.46%	
346	Remote Access to Call Forwarding (Grandfathered)		RESALE	0.00%		0.00%	
347	Selective Call Forwarding		RESALE	0.00%		0.00%	
348	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		RESALE	21.46%		21.46%	
349	Remote Call Forwarding-Per Feature		RESALE	21.46%		21.46%	
350	RCF, Interstate, Interexchange		RESALE	21.46%		21.46%	
351	RCF, Intrastate		RESALE	21.46%		21.46%	
352	RCF, Interstate, International		RESALE	21.46%		21.46%	
353	RCF, Intrastate, Interexchange		RESALE	21.46%		21.46%	
354	RCF to 800		RESALE	21.46%		21.46%	
355	RCF Additional		RESALE	21.46%		21.46%	
356	Speed Calling 8		RESALE	21.46%		21.46%	
357	Speed Calling 30		RESALE	21.46%		21.46%	
358	Three Way Calling		RESALE	21.46%		21.46%	
359	Call Screening		RESALE	21.46%		21.46%	
360	Busy Line Transfer		RESALE	21.46%		21.46%	
361	Alternate Answer		RESALE	21.46%		21.46%	
362	Message Waiting - Tone		RESALE	21.46%		21.46%	
363	Easy Call		RESALE	21.46%		21.46%	
364	Prime Number Service		RESALE	21.46%		21.46%	
365	SBC Indiana Privacy Manager		RESALE	21.46%		21.46%	
366	Name and Number Delivery Service		RESALE	21.46%		21.46%	
367							
368	DID						
369	DID		RESALE	21.46%		21.46%	
370							
371	TRUNKS						
372	Trunk		RESALE	21.46%		21.46%	
373							
374	AIN						
375	Area Wide Networking		RESALE	21.46%		21.46%	
376	SBC Indiana Switch Alternate Routing (ANSAR)		RESALE	21.46%		21.46%	
377	SBC Indiana Customer Location Alternate Routing (ACLAR)		RESALE	21.46%		21.46%	
378							
379	OTHER						
380	Grandfathered Services		RESALE	0.00%		0.00%	
381	Promotions (Greater than 90 days)		RESALE	21.46%		21.46%	
382	TouchTone (Business)		RESALE	21.46%		21.46%	
383	TouchTone (Trunk)		RESALE	21.46%		21.46%	
384	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
385	976 (976 Information Delivery Service)		RESALE	0%		0%	
386	Access Services (See Access Tariff)		RESALE	0%		0%	
387	Additional Directory Listings		RESALE	21.46%		21.46%	
388	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA		USOC	Recurring		Non-Recurring	
2	SBC Generic Rates			Monthly		First	Additional
389		Connection Services	RESALE	21.46%		21.46%	
390		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
391		Shared Tenant Service	RESALE	0%		0%	
392		Restoral of Service Charge	RESALE	0%		21.46%	
393		Data Services					
394		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%		21.46%	
395		PBX Trunks	RESALE	21.46%		21.46%	
396		Multit-Service Optical Network (MON)	RESALE	21.46%		21.46%	
397		OCn-PTP	RESALE	21.46%		21.46%	
398		ADTS-E	RESALE	21.46%		21.46%	
399		DS0	RESALE	21.46%		21.46%	
400		DS1	RESALE	21.46%		21.46%	
401		DS3	RESALE	21.46%		21.46%	
402							
403		ISDN					
404		ISDN	RESALE	21.46%		21.46%	
405							
406		DIRECTORY ASSISTANCE SERVICES	RESALE	21.46%		20.29%	
407		Local Operator Assistance Service	RESALE	21.46%		21.46%	
408							
409		TOLL					
410		TOLL	RESALE	21.46%		21.46%	
411							
412		OPTIONAL TOLL CALLING PLANS					
413		Optional Toll Calling Plans	RESALE	21.46%		21.46%	
414							
415		CENTREX (PLEXAR)					
416		SBC Indiana Centrex Service ACS	RESALE	21.46%		21.46%	
417		SBC Indiana Centrex Network Manager	RESALE	0.00%		0.00%	
418							
419		PRIVATE LINE					
420		Analog Private Lines	RESALE	21.46%		21.46%	
421		Private Line Channel Services	RESALE	21.46%		21.46%	
422							
423		RESIDENCE		<u>RESALE DISCOUNTS</u>			
424		LOCAL EXCHANGE SERVICE		<u>RECURRING</u>		<u>NON-RECURRING</u>	
425		Life Line	RESALE	0.00%		0.00%	
426		Residence 1 Party	RESALE	21.46%		21.46%	
427		Residence Measured	RESALE	21.46%		21.46%	
428							
429		EXPANDED LOCAL CALLING					
430		Extended Area Service	RESALE	21.46%		21.46%	
431		VERTICAL SERVICES					
432		Anonymous Call Rejection	RESALE	21.46%		21.46%	
433		Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%	
434		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%	
435		Call Blocker	RESALE	21.46%		21.46%	
436		Call Forwarding	RESALE	21.46%		21.46%	
437		Call Forwarding - Busy Line	RESALE	21.46%		21.46%	
438		Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%	
439		Call Forwarding - Don't Answer	RESALE	21.46%		21.46%	
440		Automatic Call-Back (Call Return)	RESALE	21.46%		21.46%	
441		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%	
442		Call Trace	RESALE	21.46%		21.46%	
443		Call Waiting	RESALE	21.46%		21.46%	
444		Caller ID with Name (Calling Name)	RESALE	21.46%		21.46%	
445		Caller ID (Calling Number)	RESALE	21.46%		21.46%	
446		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	21.46%		21.46%	
447		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	21.46%		21.46%	
448		Remote Access to Call Forwarding (GF)	RESALE	21.46%		21.46%	
449		RCF, Interstate, Interexchange	RESALE	21.46%		21.46%	
450		RCF, Intrastate	RESALE	21.46%		21.46%	
451		RCF, Interstate, International	RESALE	21.46%		21.46%	
452		RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%	
453		RCF to 800	RESALE	21.46%		21.46%	
454		RCF Additional	RESALE	21.46%		21.46%	
455		Selective Call Forwarding	RESALE	21.46%		21.46%	
456		Speed Calling 8	RESALE	21.46%		21.46%	
457		Three Way Calling	RESALE	21.46%		21.46%	
458		Call Screening	RESALE	21.46%		21.46%	
459		Busy Line Transfer	RESALE	21.46%		21.46%	
460		Alternate Answer	RESALE	21.46%		21.46%	
461		Message Waiting - Tone	RESALE	21.46%		21.46%	
462		Easy Call	RESALE	21.46%		21.46%	
463		SBC Indiana Privacy Manager	RESALE	21.46%		21.46%	
464		Name and Number Delivery Service	RESALE	21.46%		21.46%	
465							
466		ISDN					
467		ISDN	RESALE	21.46%		21.46%	

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			USOC	Recurring		Non-Recurring	
2	SBC Generic Rates				Monthly		First	Additional
468								
469		DIRECTORY ASSISTANCE SERVICES		RESALE	21.46%		21.46%	
470		Local Operator Assistance Service		RESALE	21.46%		21.46%	
471		Reverse Directory Assistance		RESALE	\$1.25		NA	
472								
473		OTHER						
474		Grandfathered Services		RESALE	0.00%		0.00%	
475		Promotions (Greater than 90 Days)		RESALE	21.46%		21.46%	
476		TouchTone		RESALE	21.46%		21.46%	
477		Home Services Packages		RESALE	21.46%		21.46%	
478		900/976 Call Blocking (900/976 Call Restriction)		RESALE	21.46%		21.46%	
479		976 (976 Information Delivery Service)		RESALE	21.46%		21.46%	
480		Access Services (See Access Tariff)		RESALE	0%		0%	
481		Additional Directory Listings		RESALE	21.46%		21.46%	
482		Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	21.46%		21.46%	
483		Connection Services		RESALE	21.46%		21.46%	
484		Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%	
485		Shared Tenant Service		RESALE	0%		0%	
486								
487		TOLL						
488		Custom and Dedicated 800 Service (Home 800)		RESALE	21.46%		21.46%	
489		IntraLATA MTS		RESALE	21.46%		21.46%	
490		Toll Restriction		RESALE	21.46%		21.46%	
491								
492		Electronic Billing Information Data (daily usage)		RESALE	\$0.00			
493		per message						
494								
495								
496		Line Connection Charge						
497		Residence		RESALE			2146%	
498		Business		RESALE			2146%	
499								
500		Service Order/Service Request Charge						
501		Residence		RESALE			2146%	
502		Business		RESALE			2146%	
503								
504		Non-Electronic (Manual) Service Order Charge						
505		Residence		RESALE			\$9.02	
506		Business		RESALE			\$9.02	
507								
508								

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

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

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated March 29, 2002 (the "Agreement"); and

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

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

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

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

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

WHEREAS, the Parties hereby amend the agreement and the amendments thereto, including but not limited to the TRO/USTA II amendment. The Parties further agree that this amendment replaces and supersedes the TRO/USTA II amendment and that if there is any conflict between the two, the language of this amendment shall prevail.

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

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

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

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2007, by Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.

By: Time Warner Telecom Holdings Inc., its
general partner

Indiana Bell Telephone Company Incorporated d/b/a

AT&T Indiana by AT&T Operations, Inc., its authorized
agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

RESALE OCN# 8402

SWITCH BASED OCN # 7060

ACNA: TIM

10475 Park Meadows Drive
Littleton, CO 80124
(303) 566-1000

July 13, 2005

Grace Capitulo
SBC Collocation Manager
SBC Telecom, Inc.
2600 Camino Ramon
3S000J San Ramon
CA 94583

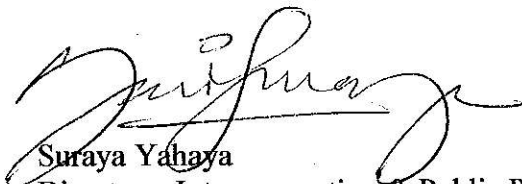
Re: IN Collocation Certification Letter

Dear Grace:

Please find enclosed one (1) original copy of the above captioned letters for your files. Kindly proceed with the conversion process, and I look forward to receiving your confirmation on the next steps via email.

Thank you.

Sincerely,



Suraya Yahaya
Director – Interconnection & Public Policy
Time Warner Telecom

LOCAL INTERCONNECTION AGREEMENT CERTIFICATION

WHEREAS Time Warner Telecom of Indiana, L.P. (collectively referred to herein as "TWTC") has requested that physical collocation arrangements previously ordered and provisioned under the Federal Tariff ("FCC No. 2") applicable to Expanded Interconnection Collocation be treated as collocation arrangements ordered and priced under the Parties Interconnection Agreement dated June 2, 2002, with the effective date of July 25, 2005.

NOW, THEREFORE, TWTC hereby certifies that the following are true as to the Physical Collocation arrangements listed below:

1. Pursuant to the Interconnection Agreement between TWTC and SBC Ameritech, effective June 2, 2002 ("Agreement"), all equipment physically collocated in the arrangements listed below is used solely for purposes of:
 - a. Interconnection pursuant to the Agreement; or
 - b. access to unbundled network elements.

COLLOCATION ARRANGEMENTS:**Time Warner Telecom Interconnection Points In Lata 336**

Address	City	Collocation ID
520 E. 106 th Street	Indianapolis	CRMLIN01H14
8315 Master Road	Indianapolis	FSHRIN01H01
240 N. Meridian Street	Indianapolis	IPLSIN01H12
740 S. Fuller Drive	Indianapolis	IPLSIN08H15

2. As to the arrangements listed above, TWTC is in compliance with all applicable terms and conditions of the Agreement.
3. SBC Ameritech will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose any Proprietary Information received as part of this agreement to any Third Party, except if SBC is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information. SBC Ameritech shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to SBC Ameritech's activities under the Act and SBC Ameritech need not provide prior written notice of such disclosure to TWTC if SBC Ameritech has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

Time Warner Telecom of Indiana, L.P.

By: Time Warner Telecom General Partnership,
its general partner

By: Time Warner Telecom Holdings Inc.,
its managing general partner

By: 
Its: Pamela H. Sherwood
Vice President of Regulatory
Date: 7.12.2005

INDIANA TRO/TRRO ATTACHMENT

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

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

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

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

1.0 TRO Affected Elements.

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

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

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

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

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

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

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

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

CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
- (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 When a CLEC converts from UNE-P to Total Resale the CLEC will only pay a record order charge. AT&T will determine the charges for a conversion from UNE-P to Local Wholesale Complete. For a conversion from UNE-P to UNE-Loop, AT&T may charge for physical work and any other applicable order charges.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to rates determined by AT&T. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 Intentionally left blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

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

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

3.2.2.3 Intentionally left blank.

3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR,

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

4.0 Non-Impaired Wire Center Criteria and Related Processes.

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

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

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

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

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

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

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

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

4.2 Intentionally left blank.

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

5.0 Commingling and Commingled Arrangements.

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

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

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

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

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

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

5.3 Intentionally left blank.

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

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

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

- 5.6 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act ("271 Elements") or Applicable Law: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 5.9, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from AT&T, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 6.0 EELs.
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Provisioning for EELs

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

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

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

6.5 Intentionally left blank.

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

7.0 Availability of HFPL for Purposes of Line Sharing.

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

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

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

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

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

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

8.1.4 Intentionally left blank.

8.1.5 Intentionally left blank.

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

DS1 Repeater with trip: \$626.99

DS1 Repeater without trip: \$621.41

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

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

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

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

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

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

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

9.0 Intentionally left blank.

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.0 Use of Unbundled Network Elements.

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

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

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

13. Intentionally left blank.

14. Entrance Facilities and Interconnection Facilities.

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

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

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

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

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN

INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

This Amendment amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated¹ d/b/a AT&T Indiana ("AT&T") and Time Warner Telecom of Indiana, L.P. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Indiana.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 29, 2002 (the "Agreement"); and

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

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.

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

4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom Holdings Inc., its general
partner

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

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____
(Print or Type)

Title: Director-Contract Management

Date: _____

Date: _____

Resale AECN - 8402

Switch Based AECN - 7060

ACNA – TIM

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1. **AT&T Midwest** means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T Midwest** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2. **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.3. **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approval in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results.
- 1.4. Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the parties.
- 1.5. Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Performance Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, shall be incorporated into this Interconnection Agreement by amendment subject to the terms and conditions of this Interconnection Agreement only if the Parties agree to such amendment in writing. This requirement for agreement of the parties does not extend to any Commission-ordered changes to a remedy obligation specifically contemplated by the Plan, including, but not limited to waiver of liability due to force majeure or CLEC-caused misses. Such changes to the remedy obligations shall apply upon Commission decision, regardless whether a CLEC participates in the Commission proceeding resulting in such remedy obligation change or specifically agrees to such change.
- 1.6. **AT&T Midwest's** agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **AT&T Midwest** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T Midwest** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T Midwest** conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Measurements Plan agrees that **AT&T Midwest's** performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7. Nothing herein shall be interpreted to be a waiver of **AT&T Midwest's** right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

1.8. Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:

- Illinois – 83 IL. Administrative Code Part 731
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – 6720-TI-198

1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 of the AT&T Midwest Remedy Plan.

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.

The Interconnection Agreement dated March 29, 2002 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana ("AT&T Indiana")¹ and Time Warner Telecom of Indiana, L.P. ("TWTC") ("Agreement") effective in the State of Indiana is hereby amended as follows:

1. Section 5 Effective Date, Term and Termination of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from December 15, 2006 until December 15, 2009 (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 TWTC, by AT&T Indiana pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T Indiana shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

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

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this _____ day of _____, 2007, by AT&T Indiana, signing by and through its duly authorized representative, and TWTC, signing by and through its duly authorized representative.

Time Warner Telecom of Indiana, L.P.
By: Time Warner Telecom Holdings Inc., its general
Partner

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: Director-Contract Management

Date: _____

Date: _____

FACILITIES-BASED OCN # 7060

UNE OCN # _____

RESALE OCN # 8402

ACNA TIM

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
TIME WARNER TELECOM OF INDIANA, L.P.**

The Interconnection Agreement Under sections 251 and 252 of the Telecommunications Act of 1996 by and between Indiana Bell Telephone Company Incorporated¹ d/b/a AT&T Indiana ("AT&T Indiana") and tw telecom of indiana l.p. (f/k/a Time Warner Telecom of Indiana, L.P.), is hereby amended as follows.

WHEREAS, AT&T Indiana and Time Warner Telecom of Indiana, L.P. ("Time Warner Telecom") are the parties to that certain "Interconnection Agreement Under sections 251 and 252 of the Telecommunications Act of 1996" dated as of March 29, 2002 (the "Agreement"); and

WHEREAS, Time Warner Telecom has changed its name to "tw telecom of indiana l.p." (tw telecom), and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Indiana and tw telecom hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Time Warner Telecom of Indiana, L.P." to "tw telecom of indiana l.p."
2. AT&T Indiana shall reflect that name change from "Time Warner Telecom of Indiana, L.P." to "tw telecom of indiana l.p." only for the main billing account (header card) for each of the accounts previously billed to Time Warner Telecom. AT&T Indiana shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Indiana's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, tw telecom affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Time Warner Telecom with AT&T Indiana for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, tw telecom shall operate with AT&T Indiana under the "tw telecom of indiana l.p." name for those accounts. Such operation shall include, by way of example only, submitting orders under tw telecom, and labeling (including re-labeling) equipment and facilities with tw telecom.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, 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 and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective ten (10) days following approval by such Commission.

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

tw telecom of indiana l.p.,
By: tw telecom holdings inc., its general partner

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

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: _____

Date: _____

Resale OCN # 8402

Switch Based OCN # 7060

ACNA TIM

**RETAIL AND/OR RESALE CATALOG AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
tw telecom of indiana l.p.**

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

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

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

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

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

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

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

1. INTRODUCTION

1.1 The Recitals herein are incorporated into this Amendment.

1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.

1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

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

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

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

3. AMENDMENT EFFECTIVE DATE

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

4. TERM OF AMENDMENT

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

5. RESERVATIONS OF RIGHTS

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

6. MISCELLANEOUS

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Agreement to be executed in duplicate as of this _____ day of _____, 2008.

tw telecom of indiana l.p.
By: tw telecom holdings inc., its general partner

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

By: _____

By: _____

Printed: Tina Davis

Printed: Eddie A. Reed, Jr.

Title: Sr. Vice President and Deputy General Counsel

Title: Director-Interconnection Agreements

Date: _____

Date: _____

RESALE OCN# 8402
FACILITIES-BASED OCN# 7060
ACNA TIM

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
tw telecom of indiana l.p.

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

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 5/23/2002 and further amended from time to time (the "Agreement"); and

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

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

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

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

1. The TRO/TRRO Amendment, under the Indiana TRO/TRRO Attachment thereto, is amended as stated below:
 - 1.1 The clause "serving Mass Market Customers" is deleted from the text of Section 0.1.2;
 - 1.2 The clause "serving a Mass Market Customer premises" is deleted from the text of Section 0.1.4;
 - 1.3 The clause "serves a Mass Market Customer and " is deleted from the text of Section 0.1.5; and
 - 1.4 The text of Section 0.1.6 is removed in its entirety and replaced with "Intentionally left blank."
 - 1.5 The sentence "The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers." is deleted from the text of Section 11.2.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

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

tw telecom of indiana l.p.
By: tw telecom holdings inc.,
Its general partner

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

By: _____

By: _____

Printed: _____

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

Date: _____

Resale OCN - 8402
Switch Based OCN - 7060
ACNA TIM

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, INC.**

On May 6, 2010, XO Communications Services, Inc. ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T Indiana") and tw telecom of Indiana l.p. Upon approval by the Indiana Utility Regulatory Commission, the agreement so requested by XO Communications Services, Inc. became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between AT&T Indiana and XO Communications Services, Inc. Pursuant to this Amendment, the Agreement is hereby amended as follows:

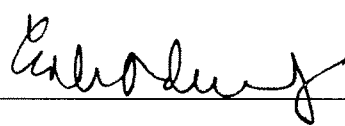
- (1) The Parties agree that the Agreement should be amended by the addition of the Further Amendment Superseding Certain Intervening Law, Compensation, Interconnection and Trunking Provisions (the "Further Amendment"), as set forth in Exhibit A attached hereto, and such contract provisions shall apply to services provided in the State of Indiana.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (5) This Amendment shall be filed with and is subject to approval by the Indiana Utility Regulatory Commission and shall become effective June 10, 2010 ("Effective Date").

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

XO Communications Services, Inc.

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

By: 

By: 

Printed: HEATHER B. GOLD

Printed: Eddie A. Reed, Jr.

Title: SVP, EXTERNAL AFFAIRS
(Print or Type)

Title: Director-Interconnection Agreements

Date: JUNE 16, 2010

Date: 6.21.10

Resale OCN # 2796

ULEC OCN # 4359

CLEC OCN # 4359

ACNA - TQW

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

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between AT&T Operations, Inc. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.) through December 31, 2006 (hereinafter, collectively, "XO"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and XO may be referred to individually as "Party" or collectively as the "Parties".

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

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

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term (as defined below) of this Further Amendment subject to the following modifications.

WHEREAS, the Term of this Further Amendment ("Term") shall commence on the January 1, 2006 ("Effective Date") and shall continue until December 31, 2006. Thereafter, this Further Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party specifying the date it wishes to terminate this Further Amendment ("Termination Date.")

WHEREAS, the Parties wish to update and extend the Superseding Amendment by entering into this Further Amendment ;

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

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and XO's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Further Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order") and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of

Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

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

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

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying MFN interconnection agreement, or January 1, 2006, whichever is earlier so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by XO.

1.6 XO hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, XO may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by XO of all or a substantial portion of its assets, in which case XO shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of XO.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”) and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”), . In addition, the FCC’s adopted its Triennial Review Order on February 20, 2003 CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the “Orders”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“Provisions”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“Written Notice”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further

Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to XO under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to XO pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

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

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 XO will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in

the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 Under no circumstances shall XO have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, XO will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

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

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

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

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

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

5.0 Compensable Traffic:

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

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

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

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs

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

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

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

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

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

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2006 up through and including December 31, 2006, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

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

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

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

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2006, and shall be interpreted solely in accordance with their own terms.

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

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

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

8.0 Intentionally Omitted.

XO Communications Services, Inc. on behalf of itself and any and all affiliates, subsidiaries, successors, predecessors and assigns which are, or in the case of predecessors, were, a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (including, without limitation, XO Illinois, Inc., XO California, Inc., XO Texas, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of California, Inc.; Allegiance Telecom of Illinois, Inc., XO Long Distance Services, Inc., XO Ohio, Inc., XO Michigan, Inc., XO Missouri, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom of Missouri and Coast to Coast Telecommunications, Inc.).

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

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____

Title:_____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date:_____

Date:_____

AECN/OCN:_____

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, INC.

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

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 10, 2010 (the "Agreement"); and

WHEREAS, AT&T, members of the CLEC community and representatives of the state Commission staffs for Indiana recently participated in a Six Month Review for the purpose of determining whether to modify the current Commission-approved/ordered Performance Measures and Remedies Plan (the "Plan") for the State of Indiana ("Six Month Review"); and

WHEREAS, that Six Month Review resulted in agreed upon changes to the Plan submitted to the state Commission for approval; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the Six Month Review Plan by updating the existing performance measures and remedies provisions of the Agreement as set forth herein;

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

1. The Parties agree that the Agreement should be amended by replacing the existing performance measures and remedies provisions of the underlying Agreement with the new Appendix Performance Measurements attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law", "intervening law", "successor rates" and/or any similarly purposed provisions.
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

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

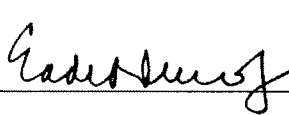
accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). Provided however, the revised performance measures and remedies of the new Appendix Performance Measurements shall be implemented as of December 1, 2007 for performance beginning with December 2007 results.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: [†] Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 8/19/2010

Date: 8-30-10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
INDIANA	2796, 8414	4359	4359
ACNA – TQW, AFY			

APPENDIX PERFORMANCE MEASUREMENTS

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INTRODUCTION.....1

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T MIDWEST REGION 5-STATE means the AT&T ILECs as identified in the General Terms and Conditions operating in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. The performance measurements and remedy plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T MIDWEST REGION 5-STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this interconnection agreement.
- 1.2 **Performance Measurements** means the set of performance measurements approved by the specific State Commission in the state-specific proceeding(s) listed in Section 1.8 below. The first set of measurements effective under this agreement is that first submitted in the proceeding listed in Section 1.8 below after October 15, 2007. For purposes of implementation, such measures shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where these measurements will be effective with the first full month of performance after Commission approval of the measures.
- 1.3 **AT&T Midwest Remedy Plan** means the first remedy plan filed for State Commission review and approved in the state-specific proceeding listed in Section 1.8 below on or after October 15, 2007. For purposes of implementation, that remedy plan shall be effective as of December 1, 2007 for performance beginning with December 2007 results, except for Michigan, where the remedy plan will be effective with the first full month of performance after Commission approval of the plan.
- 1.4 Any subsequent Commission-approved additions, modifications and/or deletions to the Performance Measurements, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed-to by the Parties.
- 1.5 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Midwest Remedy Plan (and its supporting documents) in the proceedings or under the Rule as listed in Section 1.8 below, or any successor proceeding or Rule, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.6 AT&T MIDWEST REGION 5-STATE's agreement to implement this Performance Measurements Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T MIDWEST REGION 5-STATE and CLEC agree that CLEC may not use the existence of this Plan as evidence that AT&T MIDWEST REGION 5-STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T MIDWEST REGION 5-STATE's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance measurements plan agrees that AT&T MIDWEST REGION 5-STATE's performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Nothing herein shall be interpreted to be a waiver of AT&T MIDWEST REGION 5-STATE's right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.
- 1.8 Sources of Commission authority over Performance Measures and/or the AT&T Midwest Remedy Plan:
 - Illinois – 83 IL. Administrative Code Part 731
 - Indiana – Cause No. 41657

- Michigan – Case No. U-11830
 - Ohio – Case No. 00-942-TP-COI
 - Wisconsin – 6720-TI-198 (Performance Measurements only)
 - Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA
- 1.9 Provisions of this Performance Measurements Appendix will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T Midwest Remedy Plan.

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, INC.

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

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on June 10, 2010 (the "Agreement"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2012.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. For Illinois, Indiana, Michigan and Wisconsin, the Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the ninety-first (91st) day after filing. However, for all States, the amendment shall be implemented as of the date it is fully executed. For example, if a CLEC signs and returns the Amendment on January 15, 2011, remedies are effective with February 2011 performance data which will be reported in March 2011 with remedies due being payable in April 2011.

AMENDMENT-MIDWEST PERFORMANCE MEASUREMENTS-EXTEND TERM/INDIANA BELL TELEPHONE COMPANY

INCORPORATED

PAGE 2 OF 2

XO COMMUNICATIONS SERVICES, INC.

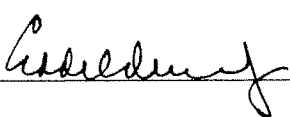
VERSION - 09/01/10

9/15/2010

XO Communications Services, Inc.

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

By: 

By: 

Printed: **Heather B. Gold**
SVP-External Affairs

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 9/16/2010

Date: 9.22.10

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
INDIANA	2796	4359	4359

ACNA - TQW

AT&T Wholesale Amendment

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, LLC**

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

WITNESSETH:

WHEREAS, AT&T INDIANA and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), approved on June 10, 2012 (the "Agreement"); and

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

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

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

1. AT&T INDIANA shall reflect that name change from "XO Communications Services, Inc." to "XO Communications Services, LLC" only for the main billing account (header card) for each of the accounts previously billed to XO Communications Services, Inc. AT&T INDIANA shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T INDIANA's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO Communications Services, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T INDIANA for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
2. The term of the Plan shall be extended for two (2) years ending December 31, 2014.
3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
5. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2013 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the



Amendment on January 15, 2013, remedies are effective with February 2013 performance data which will be reported in March 2013 with remedies due being payable in April 2013.

XO Communications Services, LLC

Indiana Bell Telephone Company Incorporated d/b/a AT&T
INDIANA by AT&T Services, Inc., its authorized agentSignature: Robert L. Geller Signature: Patrick DohertyName: Robert L. Geller Name: Patrick Doherty
(Print or Type) (Print or Type)Title: EVP - Network and Customer Service Title: Director - Regulatory
(Print or Type) (Print or Type)Date: 11/29/2012 Date: 12-5-12

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	2796	4359	4359

Description	ACNA Code(s)
ACNA(s)	TQW

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Steven NocellaSignature: eSigned - William A. BockelmanName: eSigned - Steven Nocella
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Technology Officer
(Print or Type)Title: Director
(Print or Type)Date: 08 Oct 2014Date: 14 Oct 2014

XO Communications Services, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	2796	4359 2425	4359 2425

Description	ACNA Code(s)
ACNA(s)	TQW AFY

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

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T INDIANA") and XO Communications Services, LLC ("CLEC"). AT&T INDIANA and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T INDIANA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved June 10, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access and incorporate the ACNA and OCN listed in Section 6 below; and

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
3. AT&T INDIANA shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Schedule is deleted.
4. The following language is added to the Article III Interconnection Pursuant to Section 251(c)(2) Section 3.8 9-1-1 Service:

CLEC shall order the appropriate number of trunks based on the following table at the rates set forth in the Pricing Schedule. The number of trunks required is based on the number of Access Lines provided by CLEC in each 911 default routing area as specified in the Trunk Group Design Guide on CLEC On-line.

Access Lines	Trunks Required
01 - 1,500	2 Trunks
1,501 - 7,500	3 Trunks
7,501 - 18,500	4 Trunks
18,501 - 33,500	5 Trunks
>33,500	To be separately negotiated

AT&T INDIANA shall provide E911 Service selected by Requesting Carrier in the Exchange Area(s) that meet both of the following conditions: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) AT&T INDIANA is the 911 service provider in such Exchange Area(s).

5. Replace General Terms and Conditions, Section 17. Notices with the following:

17. Notices

17.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and shall be pursuant to at least one of the following methods:

17.1.1 delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.2 Notices will be deemed given as of the earliest of:

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Gegi Leeger Director – Regulatory Contracts
STREET ADDRESS	13865 Sunrise Valley Drive
CITY, STATE, ZIP CODE	Herndon, VA 60523-2188
PHONE NUMBER*	703-547-2109
EMAIL ADDRESS	gegi.leeger@xo.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
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.

17.4 Either Party may unilaterally change its designated contact name, address, for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, and/or email address will replace such information currently on file. Any Notice to change the designated contact name, address, and/or email address, for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

6. The Parties agree to add the following company codes to the Agreement.

ACNA "AFY"

OCN "2425"

7. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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

PRICING SHEETS

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
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 490.07		
5	IN	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 4.34			100 Records or part thereof

AT&T Wholesale Amendment

AMENDMENT

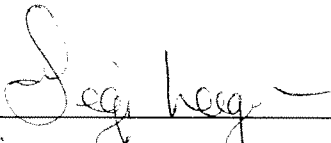
BETWEEN

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

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: Name: Greg Aeger

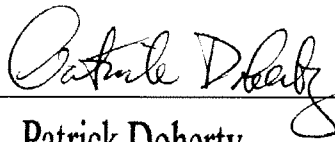
(Print or Type)

Title: Director - Regulatory Contracts

(Print or Type)

Date: 12/23/2014

XO Communications Services, LLC

Signature: Name: Patrick Doherty

(Print or Type)

Title: Director - Regulatory

(Print or Type)

Date: 1-5-15Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA by AT&T Services, Inc., its authorized
agent

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	2796	4359 2425 	4359 2425

Description	ACNA Code(s)
ACNA(s)	TQW AFY

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, LLC

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

WITNESSETH:

WHEREAS, AT&T INDIANA and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"), as approved on June 10, 2010 (the "Agreement"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2016.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. However, for all states, the Amendment shall be implemented as of January 1, 2015 or the date it is fully executed, whichever is later. For example, if a CLEC signs and returns the Amendment on January 15, 2015, remedies are effective with February 2015 performance data which will be reported in March 2015 with remedies due being payable in April 2015.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Gegi LeegerSignature: eSigned - William A. BockelmanName: eSigned - Gegi Leeger
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Director - Privacy and Regulatory Affairs
(Print or Type)Title: Director
(Print or Type)Date: 09 Nov 2016Date: 09 Nov 2016

XO Communications Services, LLC

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

State	Resale OCN	ULEC OCN	CLEC OCN
INDIANA	2796	4359	4359

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA
AND
XO COMMUNICATIONS SERVICES, LLC**

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

WITNESSETH:

WHEREAS, AT&T INDIANA and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, as amended (the "Act"); and

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

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

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

1. The term of the Plan shall be extended for two (2) years ending December 31, 2018.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the purpose of this Amendment, which is to extend the term of the Plan. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict.
3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. All other terms and conditions of the Agreement remain in full force and effect for the duration of the term of the Agreement, including but not limited to termination rights of the Parties. Nothing in this Amendment shall be deemed to extend or otherwise modify the term of the Agreement, or to affect the rights of the Parties to exercise any right of termination under the Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. For Illinois, Indiana and Michigan: This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Effective Date"). However, for all states, the Amendment shall be implemented as of January 1, 2017 or the date it is fully executed, whichever is later. For

example, if a CLEC signs and returns the Amendment on January 15, 2017, remedies are effective with February 2017 performance data which will be reported in March 2017 with remedies due being payable in April 2017.

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

XO COMMUNICATIONS SERVICES, INC., XO COMMUNICATIONS SERVICES, LLC



Signature: eSigned - Dan HigginsSignature: eSigned - William BockelmanName: eSigned - Dan Higgins
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: AVP - Carrier Management
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 04 Jun 2018Date: 04 Jun 2018**XO Communications Services, Inc., XO
Communications Services, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520
OKLAHOMA	2796	---	---

SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, INC. OR XO COMMUNICATIONS SERVICES, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY 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,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS AND WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN**

This Amendment (the “Amendment”) amends the Agreements by and between AT&T and XO Communications Services, Inc. or XO Communications Services, LLC (collectively “XO”) as shown in the attached Exhibit A. AT&T and XO are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

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

WHEREAS, XO Communications Services, Inc. has changed its name to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas and wish to reflect this name change as set forth herein

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

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

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 (“FCC US Telecom Forbearance Order”), and

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

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - AT&T Listing of Interconnection Agreements, Exhibit B – Customer Information Services, and Exhibit C - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget’s (OMB) approval.

3. Intercarrier Compensation

- 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation and apply regardless of whether Section 251(b)(5) Traffic is routed through a Party's Tandem Switch or End Office.

4. Forbearance

- 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. Customer Information Services (CIS)

- 5.1. With the exception of 4.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
- 5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

5.3. Add the following provisions to the Attachment or Appendix for Resale

- CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
- CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5. Name Change

- 5.1 The Agreement is hereby amended to reflect the name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas.
- 5.2 AT&T shall reflect that name change from “XO Communications Services, Inc.” to “XO Communications Services, LLC” in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas only for the main billing account (header card) for each of the accounts previously billed to XO Communications, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, XO affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by XO Communications Services, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
- 5.3 Once this Amendment is effective, XO shall operate with AT&T under the “XO Communications Services, LLC” name in the states of Alabama, Arkansas, California, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina and Texas for those accounts. Such operation shall include, by way of example only, submitting orders under XO, and labeling (including re-labeling) equipment and facilities with XO. Any change in XO’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only XO’s name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, XO is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. XO must submit the appropriate service request to AT&T to update XO’s name on all applicable billing accounts (BANs), and XO is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should XO desire to change its name on individual circuits and/or End User records, XO must submit the appropriate service request(s) to AT&T to update XO’s name on individual circuits and/or End User records, and XO is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

6. The Parties agree to replace Section N (Section 15. In Arkansas and Oklahoma, Section 15.0 in Kansas, Section 18 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, Section 19 in Michigan, Missouri, Ohio and Texas, and Section 19. In California, Illinois, Indiana and Wisconsin) from the Agreement with the following language:

N. Notices

- N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.1.1 delivered by electronic mail (email).
 - N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
 - N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:

- N.3.1 the date of actual receipt.
- N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Gerald E. Eisenhart Manager, Carrier Management
STREET ADDRESS	777 East Park Drive
CITY, STATE, ZIP CODE	Harrisburg, PA 17111
PHONE NUMBER*	717.562.5048
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	gerald.e.eisenhart@verizon.com

COPY TO CONTACT	CLEC CONTACT
NAME/TITLE	James G. Pachulski Deputy General Counsel
STREET ADDRESS	1320 North Court House Road, 9 th Floor
CITY, STATE, ZIP CODE	Arlington, VA 22201
PHONE NUMBER*	703.351.3656
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	VZLegalWholesale@verizon.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the

change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
8. 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.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/21/06
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/2/04
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/28/10
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	XO Communication Services, LLC	Same	Interconnection	8/9/02
Bellsouth Telecommunications, LLC d/b/a AT&T KENTUCKY	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	9/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T LOUISIANA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	11/29/03
Bellsouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/30/03
Bellsouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	6/19/03
Bellsouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	2/26/04
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Same	Interconnection	6/21/04

AT&T ILEC ("AT&T")	CARRIER Previous Legal Name	CARRIER New Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	10/24/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/12/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Same	Interconnection	10/20/06
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	8/29/05
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Same	Interconnection	1/24/02
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	XO Communication Services, LLC	Same	Interconnection	6/10/10
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Same	Interconnection	1/8/02
The Ohio Bell Telephone Company d/b/a AT&T OHIO	XO Communication Services, LLC	Same	Interconnection	2/1/02
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Same	Interconnection	3/1/04
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	XO Communication Services, Inc.	XO Communication Services, LLC	Interconnection	3/1/00

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

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1.0 INTRODUCTION

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

1.2 OS/DA:

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

1.2.1.1 CLEC's own physical Switches; or

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

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

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

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

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

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

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

1.3 Listings:

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

2.0 DEFINITIONS

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

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

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

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

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

2.6 “Toll Center Code” means the three digit access tandem code (“ATC”) that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC’s End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC’s End Users shall be answered by AT&T-21STATE’s OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE’s End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE’s OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties’ networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC’s OS/DA traffic originates.

3.3.2.1 Because CLEC’s switch may serve End Users in more than one LATA, the Parties agree that CLEC’s OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC’s switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User’s physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE’s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC’s switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC’s Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC’s Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE’s OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE’s switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE’s intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE’s switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

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

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

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

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

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

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

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

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

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

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

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

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

PRICING SHEETS
EXHIBIT D

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	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	AL	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	AL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	AL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Initial Load, per listing					0.04		listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Update, per listing				0.04			listing
6	AL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS) - Monthly Recurring Fee				150.00			monthly
6	AL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			call
6	AL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			call
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	AL	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	AL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	AL	DIRECTORY LISTING PRODUCT	White Page Directory Listings - Initial Listing				0.00	0.00	0.00	initial listing is no charge
6	AL	DIRECTORY LISTING PRODUCT	Non Published / Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.30%	N/A	N/A	Flat Rate Discount for Resale
6	AL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.30%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

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	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$ 0.40	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$ 0.65	NA	NA	per call
6	AR	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$ 0.65	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per OCN, per switch
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	AR	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	AR	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	initial listing is no charge
6	AR	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	AR	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	per completed automated call
6	AR	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.030	NA	NA	per work second
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load - per OCN, per switch		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per state per OCN
6	AR	PROCESSING	Operator Services - Branding - per call		ZZUCB		\$ 0.030	NA	NA	per call
6	AR	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load - per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state per OCN
6	AR	BRANDING - OPERATOR CALL	Operator Services - Rate Reference Subsequent Load - per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state per OCN
6	AR	PROCESSING	OTHER RESALE - DIRECTORY				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.50%	NA	NA	Flat Rate Discount for Resale
6	AR	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.50%	NA	NA	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

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				\$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				\$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				\$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				\$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				\$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				\$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL	Branding and Reference/Rate Look Up, per OS Call				\$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL	Rate Reference - Subsequent Load, per state, per OCN				NA		\$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				\$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				\$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

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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
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	FL	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	FL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	FL	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	FL	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of DA per Switch per OCN						16.00	per Switch per OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Unbranding via OLNS - Loading of OA per OCN (Regional)						1,200.00	OCN
6	FL	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN
6	FL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	FL	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.83% (Res) 16.81% (Bus)		N/A	Flat Rate Discount for Resale

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	FL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.83% (Res) 16.81% (Bus)	N/A	N/A	Flat Rate Discount for Resale

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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
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement				0.00bk			MOU
6	GA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADA			3,000.00	3,000.00	announcement
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	GA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state OCN					5,000.00		per state per OCN
6	GA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Update, per listing				0.04	0.04		listing
6	GA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	GA	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	GA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	GA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	GA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	GA	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				20.30% (Res) 17.30% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	GA	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	GA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	GA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$0.40	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$0.65	NA		per call
6	IL	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$0.15	NA		per call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$0.03	NA		per OS/DA call
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial/Subsequent Load - per trunk group				NA	\$800.00	\$800.00	per trunk group
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$5,000.00		per state, per OCN
6	IL	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA		\$1,500.00	per state, per OCN
6	IL	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$0.15	NA	NA	per call
6	IL	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$0.03	NA	NA	per work second
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$0.04	NA	per listing
6	IL	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$0.06	NA	NA	per listing
6	IL	RESALE APPLICABLE DISCOUNTS					See IL, C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Directory Assistance				See IL, C.C No. 22 Tariff (Part 22)	NA		discount
6	IL	RESALE APPLICABLE DISCOUNTS	Resale Local Operator Assistance Services					NA		discount
6	IL	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IL	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services					N/A	N/A	Flat Rate Discount for Resale
6	IL	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service					N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing --per listing for initial load				\$ 0.040	NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing -- per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

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	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$ 0.40	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$ 0.15	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA)		ZZUO5		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - Credit		ZZUO6		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA)		ZZUO8		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) - Credit		ZZUO9		\$ 0.65	NA	NA	per call
6	KS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	KS	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	KS	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	DIRECTORY ASSISTANCE - BRANDING REFERENCE	Directory Assistance - Branding Per call state, per OCN		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$ 0.15	NA	NA	Per completed automated call
6	KS	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$ 0.03	NA	NA	per work second
6	KS	OPERATOR SERVICES - BRANDING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	KS	OPERATOR SERVICES - BRANDING REFERENCE	Operator Services - Branding Per call state, per OCN		ZZUCB		\$ 0.030	NA	NA	per call
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference Initial Load per state, per OCN		NRBDL		NA	\$ 5,000.00	NA	per state, per OCN
6	KS	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$ 1,500.00	NA	per state, per OCN
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							Flat Rate Discount for Resale
6	KS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service							Flat Rate Discount for Resale

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	KY	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	KY	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	KY	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00	0.04		listing
6	KY	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement per shelf/NAV per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	OCN
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	KY	OPERATOR CALL PROCESSING	Oper. Call Processing - Rate Reference Initial Load per state per OCN				0.20			Per Call
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	KY	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	KY	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	N/A	N/A	listing
6	KY	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	KY	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	KY	BRANDING - OPERATOR CALL PROCESSING	Loading of OA Custom Branded Announcement per Switch per OCN				N/A	1,170.00	1,170.00	per switch per OCN
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							Flat Rate Discount for Resale
6	KY	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)							Flat Rate Discount for Resale
6	KY	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	KY	BRANDING - DIRECTORY ASSISTANCE BRANDING - OPERATOR CALL	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	KY	PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	LA	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	LA	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	LA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	LA	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	LA	BRANDING - OPERATOR CALL								monthly
6	LA	PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	LA	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	LA	BRANDING - OPERATOR CALL	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	LA	PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			Minute
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	LA	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	LA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	LA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	LA	BRANDING - OPERATOR CALL PROCESSING	Directory Assistance Services				N/A	1,170.00	1,170.00	per switch per OCN
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES					20.72%	N/A	N/A	Flat Rate Discount for Resale
6	LA	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN
6	LA	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	LA	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
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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
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU		USG14		\$0.00			MOU
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	MI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per call	XPU	OPEN		\$ 0.03		NA	per OS/DA call
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group Directory Assistance Rate Reference - Initial Load, per state, per OCN					\$800.00	\$800.00	per trunk group
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN					\$ 5,000.00		per state, per OCN
6	MI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Operator Services Fully Automated Call Processing, per call					NA	\$ 1,500.00	per state, per OCN
6	MI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.15	NA	NA	per call
6	MI	OPERATOR CALL PROCESSING	DA Listings - per listing for initial load	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	MI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060	NA	NA	per listing
6	MI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MI	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.62%	N/A	N/A	Flat Rate Discount for Resale
6	MI	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.62%	N/A	N/A	Flat Rate Discount for Resale

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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
		LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU							
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Directory Assistance (DA) - per call		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUR2		\$0.00	NA	NA	MOU
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO3		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call		ZZUO5		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call		ZZUO8		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	DIRECTORY ASSISTANCE - BRANDING	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	MO	DIRECTORY ASSISTANCE - RATE REFERENCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	MO	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	MO	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	MO	OPERATOR SERVICES - BRANDING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	Per state, per OCN
6	MO	OPERATOR SERVICES - RATE REFERENCE	Operator Services - Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	Per state, per OCN
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.20%	NA	NA	Flat Rate Discount for Resale
6	MO	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	MO	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			mile/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	MS	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	MS	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	MS	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing					0.04		listing
6	MS	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				0.04			listing
6	MS	BRANDING - OPERATOR CALL					150.00			monthly
6	MS	PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS				7,000.00	announcement
6	MS	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL				500.00	per shelf/NAV per OCN
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			Per Call
6	MS	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	MS	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	MS	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	MS	BRANDING - OPERATOR CALL PROCESSING					N/A	1,170.00	1,170.00	per switch per OCN
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				15.75%	N/A	N/A	Flat Rate Discount for Resale
6	MS	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN
6	MS	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	MS	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MI/LE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA		0.00bk			MOU
6	NC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			3,000.00	3,000.00	announcement
6	NC	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Access Service Calls, Charge Per Call	AMT				1,170.00	1,170.00	per Switch per OCN
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.31			Per Call
6	NC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN				0.10			Per Call
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance Database Service (DADS)-Initial Load, per listing						1,500.00	per state per OCN
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04	0.04		listing
6	NC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			listing
6	NC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOS			7,000.00	7,000.00	announcement
6	NC	BRANDING - OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.20			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				1.24			minute
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			Per Call
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	NC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	NC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	initial listing is no charge
6	NC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Loading of OA Custom Branded Announcement per Switch per OCN							See Tariffs and / or Service Guidebook
6	NC	BRANDING - OPERATOR CALL PROCESSING					N/A	1,170.00	1,170.00	per switch per OCN
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services							
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service Unbranding - Loading of DA per OCN (1 OCN per Order)				21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES					21.50% (Res) 17.60% (Bus)	N/A	N/A	Flat Rate Discount for Resale
6	NC	BRANDING - DIRECTORY ASSISTANCE					N/A	420.00	420.00	OCN

PRICING SHEETS
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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
6	NC	BRANDING - DIRECTORY ASSISTANCE BRANDING - OPERATOR CALL	Unbranding - Loading of DA per Switch per OCN				N/A	16.00	16.00	per switch per OCN
6	NC	PROCESSING	Unbranding - Loading of OA per OCN (Regional)				N/A	1,200.00	1,200.00	OCN

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Business Category Search (BCS) where applicable, per call	XPU	OPEN		\$ 0.65	NA		per call
6	OH	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch per OCN				NA	\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA		per OS/DA call
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00		per state, per OCN
6	OH	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	OH	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA		per call
6	OH	OPERATOR CALL PROCESSING	Operator Assisted Call Processing - All Types, per work second	XPU	OPEN		\$ 0.03	NA		per work second
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load				\$ 0.040	NA		per listing
6	OH	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060			per listing
6	OH	ASSISTANCE AUTOMATED CALL GREETING	Branding - Initial / Subsequent Load - per trunk group					\$800.00	\$800.00	per trunk group
6	OH	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OH	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				20.29%	N/A	N/A	Flat Rate Discount for Resale
6	OH	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				20.29%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

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	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU				NA	NA	NA	MOU
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - credit		ZZUO4		\$0.40	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call		ZZUO5		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) - per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call		ZZUO8		\$0.65	NA	NA	per call
6	OK	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance, per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load, per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Based Rate Reference - Initial Load, per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	OK	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	OK	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	completed automated call
6	OK	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	OK	PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.030	NA	NA	per call
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Based Rate Reference - Initial Load, per state per OCN		NRBDL		NA	\$5,000.00	NA	per state per OCN
6	OK	BRANDING - OPERATOR CALL PROCESSING	Operator Services Rate Reference - Subsequent Load, per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state per OCN
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				19.80%	N/A	N/A	Flat Rate Discount for Resale
6	OK	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				19.80%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT D

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU
6	SC	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	SC	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Access Service Calls, Charge Per Call				0.31			per call
6	SC	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service (DACC), Per Call				0.10			per call
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE SERVICES	Directory Assistance - Rate Reference Subsequent Load per state per OCN							per state per OCN
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing						0.04	listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04			listing
6	SC	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	SC	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	SC	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per shelf/NAV per OCN	AMT	CBAOL			500.00	500.00	per shelf/NAV per OCN
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	SC	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per OCN (1 OCN per Order)					420.00	420.00	OCN
6	SC	BRANDING - DIRECTORY ASSISTANCE	Unbranding via OLNS for Wholesale CLEC - Loading of DA per Switch per OCN					16.00	16.00	per Switch per OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Unbranding via OLNS - Loading of OA per OCN (Regional)					1,200.00	1,200.00	OCN
6	SC	BRANDING - OPERATOR CALL PROCESSING	Wholesale CLEC - Loading of OA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00	per Switch per OCN

PRICING SHEETS
EXHIBIT D

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 initial listing is no charge See Tariffs and / or Service Guidebook Flat Rate Discount for Resale Flat Rate Discount for Resale
6	SC	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	
6	SC	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				14.80%	N/A	N/A	
6	SC	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				14.80%	N/A	N/A	

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
6	TN	BRANDING - DIRECTORY ASSISTANCE	Common Transport - Facilities Termination Per MOU Recording and Provisioning of DA Custom Branded Announcement	AMT	CBADA			3,000.00	3,000.00	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT] (USOC=CBADA)	AMT	SOMAN			13.32	1.40	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement (USOC=CBADA)	AMT	SOMAN			20.35	10.54	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Recording and Provisioning of DA Custom Branded Announcement [DISCONNECT]	AMT	CBADA			7.03	7.03	announcement
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN	AMT	CBADC			1,170.00	1,170.00	per Switch per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Loading of Custom Branded Announcement per Switch per OCN (USOC=CBADC)	AMT	SOMAN			20.35	10.54	per Switch per OCN
6	TN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion Access Service Call				0.31			per call
6	TN	DIRECTORY ASSISTANCE SERVICES	(DACC), Per Call				0.10			per call
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Initial Load, per listing				0.04			listing
6	TN	SERVICE (DADS)	Directory Assistance Database Service (DADS)- Update, per listing				0.04			listing
6	TN	DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)	Directory Assistance Database Service (DADS)-Monthly Recurring Fee				150.00			monthly
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement	AMT	CBAOS			7,000.00	7,000.00	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	[DISCONNECT] (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Recording of Custom Branded OA Announcement (USOC=CBAOS)	AMT	SOMAN			19.99	19.99	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	[DISCONNECT]	AMT	CBAOS			7.03	7.03	announcement
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN	AMT	CBAOL			500.00	500.00	per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Loading of Custom Branded OA Announcement per state per OCN (USOC=CBAOL)	AMT	SOMAN			19.99	19.99	per state per OCN
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB				1.20			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB				1.24			minute
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB				0.20			per call
6	TN	OPERATOR CALL PROCESSING	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB				0.20			per call
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Initial Load per state per OCN					5,000.00		per state per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference Subsequent Load per state per OCN						1,500.00	per state per OCN

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit initial listing is no charge See Tariffs and / or Service Guidebook
6	TN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				0.00	0.00	0.00	
6	TN	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings Unbranding - Loading of DA per OCN (1 OCN per Order)							
6	TN	BRANDING - DIRECTORY ASSISTANCE					N/A	16.00	16.00	OCN
6	TN	BRANDING - DIRECTORY ASSISTANCE	Unbranding - Loading of DA per Switch per OCN				N/A	1,200.00	1,200.00	per switch per OCN
6	TN	BRANDING - OPERATOR CALL PROCESSING	Unbranding - Loading of OA per OCN (Regional) Loading of OA Custom Branded Announcement per Switch per OCN							OCN
6	TN	PROCESSING					N/A	1,170.00	1,170.00	per switch per OCN
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				16.00%	N/A	N/A	Flat Rate Discount for Resale
6	TN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				16.00%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		\$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		\$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		\$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		\$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OPERATOR CALL PROCESSING	Operator Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		\$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		\$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	\$1,800.00	\$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		\$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	\$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	\$1,500.00	NA	per state, per OCN
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

PRICING SHEETS
EXHIBIT C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) /where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	WI	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC)	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load per switch per OCN				N/A	\$1,800.00	\$1,800.00	per switch, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Rate/Reference Look Up, per OS/DA call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding-Facility Based-Initial/Subsequent Load - Branding, per trunk group				NA	\$ 800.00	NA	per trunk group
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	WI	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	WI	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	WI	OPERATOR CALL PROCESSING	Branding-Other-Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	WI	OPERATOR CALL PROCESSING	per call	XPU	OPEN		\$ 0.03			per OS/DA call
6	WI	OPERATOR CALL PROCESSING	Branding - Initial/Subsequent Load - per trunk group					\$ 800.00		per trunk group
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load					\$ 5,000.00		per state, per OCN
6	WI	OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load				NA	\$ 1,500.00	\$ 1,500.00	per state, per OCN
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for initial load					\$ 0.040	NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	DA Listings - per listing for subsequent updates				\$ 0.060		NA	per listing
6	WI	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	WI	DIRECTORY LISTING PRODUCT OTHER RESALE - DIRECTORY	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	WI	ASSISTANCE/OPERATOR SERVICES OTHER RESALE - DIRECTORY	Directory Assistance Services				25.00%	N/A	N/A	Flat Rate Discount
6	WI	ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				25.00%	N/A	N/A	Flat Rate Discount for Resale

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC 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, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

AND

XO COMMUNICATIONS SERVICES, LLC

Signature: eSigned - Daniel J. Higgins IISignature: eSigned - Kristen E. ShoreName: eSigned - Daniel J. Higgins II
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: AVP
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 09 Sep 2025Date: 09 Sep 2025**XO Communications Services, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC 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, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	418B	539B	---
ARKANSAS	2796	---	---
CALIFORNIA	2796	7262	7262
FLORIDA	6100	423B,6100	6100
GEORGIA	8758	424B,8758	8758
ILLINOIS	2796	---	---
INDIANA	2796	4359	4359
KANSAS	2796	463B	463B
KENTUCKY	418B	622B	623B
LOUISIANA	418B	691B	---
MICHIGAN	2796	4125	4125
MISSISSIPPI	457B	428B	---
MISSOURI	2796	4774	4774
NORTH CAROLINA	456B	432B	4792
OHIO	2796	7520	7520

OKLAHOMA	2796	---	---
SOUTH CAROLINA	418B	747B	---
TENNESSEE	7344	436B	7344
TEXAS	4815	8958	8958
WISCONSIN	2796	4126	4126

Description	ACNA Code(s)
ACNA(s)	TQW

**AMENDMENT TO THE AGREEMENT
BETWEEN
XO COMMUNICATIONS SERVICES, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T TENNESSEE, 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, LLC D/B/A AT&T MICHIGAN, THE
OHIO BELL TELEPHONE COMPANY, LLC, D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE
COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA
AND AT&T TEXAS, WISCONSIN BELL, LLC, D/B/A AT&T WISCONSIN**

This Amendment (Amendment) amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC, d/b/a AT&T TENNESSEE, 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, LLC, d/b/a AT&T MICHIGAN, The Ohio Bell Telephone Company, LLC, d/b/a AT&T OHIO, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, LLC d/b/a AT&T WISCONSIN (AT&T) and XO Communications Services, LLC (CLEC). AT&T and CLEC are hereinafter referred to collectively as Parties and individually as a Party.

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

WHEREAS, AT&T and CLEC wish to enter into a Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.

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, terms and conditions, contained herein, including Exhibit A – Listing of Agreements, all of which constitute a part of this Amendment.
2. The Parties agree to remove all rates, terms, conditions, and appendices/attachments related to Structure Access from the Agreements listed in Exhibit A. From the Execution Date, Structure Access will be covered by a separate Stand-Alone Structure Access Agreement for Poles, Ducts, Conduits, and Rights-Of-Way - Category B.
3. This Amendment is 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 will 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, may not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation, or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment does not modify or extend the Effective Date or Term of the underlying Agreement, but rather be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT 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 will be considered an original and such counterparts together constitute one and the same instrument.

8. For Illinois, Indiana, Kansas, Michigan, Missouri, Oklahoma, Tennessee, Texas: This Amendment will be filed with and is subject to approval by the applicable state Commission and become effective 10 days following approval by such Commission. For Arkansas: This Amendment will be filed with the Arkansas Public Service Commission and become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment will become effective 10 days after the mailing date of the final order approving this Amendment.

Exhibit A – List of Agreements

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Effective Date
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	XO Communication Services, LLC	Interconnection	3/21/2006
Bellsouth Telecommunications, LLC d/b/a AT&T TENNESSEE	XO Communication Services, LLC	Interconnection	11/4/1999
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	XO Communication Services, LLC	Interconnection	10/24/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	XO Communication Services, LLC	Interconnection	8/13/2005
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	XO Communication Services, LLC	Interconnection	10/20/2006
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	XO Communication Services, LLC	Interconnection	8/29/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	XO Communication Services, LLC	Interconnection	11/1/2001
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	XO Communication Services, LLC	Interconnection	6/10/2010
Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN	XO Communication Services, LLC	Interconnection	1/8/2002
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	XO Communication Services, LLC	Interconnection	12/11/2001
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	XO Communication Services, LLC	Interconnection	3/11/2004