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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-13STATE on a wholesale basis (non-resale) and used in providing wireline local telephone exchange (dialtone) service to its end user customers.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. AT&T-13STATE will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing AT&T-13STATE's Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 2.2 **AT&T-2STATE** - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 2.3 **AT&T-4STATE** - As used herein, AT&T-4STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **AT&T-7STATE** - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.5 **AT&T-8STATE** - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA and AT&T CONNECTICUT, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 2.6 **AT&T-10STATE** - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 2.7 **AT&T-12STATE** - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.8 **AT&T-13STATE** - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT, the applicable AT&T-owned

- ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 2.9 AT&T ARKANSAS - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
 - 2.10 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
 - 2.11 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
 - 2.12 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
 - 2.13 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
 - 2.14 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
 - 2.15 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
 - 2.16 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
 - 2.17 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
 - 2.18 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
 - 2.19 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
 - 2.20 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
 - 2.21 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
 - 2.22 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
 - 2.23 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In

- addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
 - 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
 - 3.4 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 14.2 below.
 - 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-13STATE on a wholesale basis (non-resale) which is used by such telecommunications carrier to provide wireline local telephone exchange service (dialtone) to its End Users. In no event will AT&T-13STATE have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-13STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. AT&T-13STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-13STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
 - 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.
 - 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's End Users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
 - 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
 - 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties

are obligated to exchange any specific type of traffic, nor the types of services to be offered by AT&T-13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-13STATE's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-13STATE. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-13STATE End User located in an AT&T-13STATE local exchange area or;
- (ii) Originates from an AT&T-13STATE End User located in an AT&T-13STATE local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 AT&T-12STATE made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-13STATE, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T-13STATE, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 4.3 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1, are set forth in this Section 4 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in this Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic for that particular state.
- 4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from AT&T-13STATE), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities (i.e., not leased or purchased from AT&T-13STATE), the following end office switching rate elements are applicable on a terminating MOU basis:
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from AT&T-12STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide

CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:
- 4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to a AT&T-12STATE End User, such traffic shall be paid for reciprocally at the End Office Switch rate set forth in Appendix Pricing and as specified in Section 4.5 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of ISP-Bound Traffic.
- 4.7.3 In AT&T CONNECTICUT, when CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis, CLEC can not seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:
- both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.
- In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.
- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T-13STATE has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3 Intercarrier Compensation for ISP-Bound Traffic
- 5.3.1 The rates, terms, and conditions in Section 5 apply only to the termination of all ISP-Bound Traffic as defined in Section 5.1 and are subject to the rebuttable presumption.

- 5.3.2 The Parties agree to compensate each other for the transport and termination of all ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.
- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.4 ISP-Bound Traffic Rebuttable Presumption
- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval 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, the Parties will remain obligated to pay the reciprocal compensation rates set forth in Section 4 for Section 251(b)(5) Traffic, and the rates set forth in Section 5.3.2 for ISP-Bound Traffic. ISP-Bound Traffic is subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.
- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.
- 5.5.1 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which do not exceed a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 4.0 for Section 251(b)(5) Traffic.
- 5.5.2 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 5.4 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) Traffic, the rates shall be the reciprocal compensation rates set forth in Section 4.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-12STATE.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Intentionally left blank
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic except ISP-Bound Traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in AT&T CONNECTICUT. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For AT&T-12STATE, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in AT&T-12STATE.
- 6.2.6.3 Intentionally left blank
- 6.2.6.4 For AT&T CONNECTICUT, FX traffic must be identified as voice FX and ISP FX. AT&T CONNECTICUT will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For AT&T CONNECTICUT ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that the compensation mechanisms set forth in Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b),

Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. **OPTIONAL CALLING AREA TRAFFIC – AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when AT&T ARKANSAS, AT&T KANSAS or AT&T TEXAS transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and AT&T ARKANSAS, AT&T KANSAS and AT&T TEXAS are not precluded from establishing their own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- AT&T MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
 - 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
 - 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by AT&T SOUTHWEST REGION 5-STATE.

9. **PRIMARY TOLL CARRIER ARRANGEMENTS**

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and AT&T-13STATE is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

- (i) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. AT&T-13STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE Intrastate Access Service Tariff in the respective state; and/or
- (ii) AT&T-13STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay AT&T-13STATE for the use of its facilities at the rates set forth in AT&T-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 AT&T-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGATION AND TERMINATION OF INTERLATA TRAFFIC

- 12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T-13STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-13STATE's tariff in whose exchange area the End User is located.
- 13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-13STATE's tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

- 14.1 In AT&T-13STATE, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
 - 14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T-12STATE will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-12STATE non-resale offering whereby AT&T-12STATE provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 14.2 For those usage based charges where actual charge information is not determinable by AT&T-2STATE because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
 - 14.2.1 CLEC and AT&T-2STATE agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal

business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

- 14.3 In states in which AT&T-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.
- 14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) Traffic under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 14.6 For billing disputes arising from Intercarrier Compensation charges, the party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.
- 14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order,

beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361 (Released April 21, 2004).

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. ALTERNATE TANDEM PROVIDER

- 17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T-13STATE to (i) AT&T-13STATE's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.
- 17.2 Third Party Originating Carrier shall mean a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.
- 17.3 Third Party Terminating Carrier shall mean a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-13STATE as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-12STATE purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-13STATE who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-13STATE for the termination of such traffic.

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 AT&T-13STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
 - 1.1.1 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
 - 1.1.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
 - 1.1.3 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
 - 1.1.4 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
 - 1.1.5 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
 - 1.1.6 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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 Interface (EMI) formatted billing data between AT&T-13STATE and the Billing Company.
- 2.6 **"Data Transmission"** - the forwarding by AT&T-13STATE 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 Interface" (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 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 EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **"Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through AT&T-13STATE'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 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 converted to EMI layout.
- 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 AT&T-13STATE SCP.
- 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 AT&T-13STATE will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to AT&T-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-13STATE-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by AT&T-13STATE.
- 3.2 AT&T-13STATE 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 AT&T-13STATE.
- 3.3 AT&T-13STATE will provide access usage records that are generated by AT&T-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by AT&T-13STATE, during the billing period established by AT&T-13STATE and selected by CLEC.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by AT&T-13STATE and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 AT&T-13STATE will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for AT&T-2STATE. For AT&T-2STATE, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. AT&T-13STATE reserves the right to limit the frequency of transmission to existing AT&T-13STATE processing and work schedules, holidays, etc.
- 3.9 AT&T-13STATE will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of AT&T-13STATE will not be recovered and made available to CLEC except on an individual case basis at a cost determined by AT&T-13STATE.
- 3.11 When AT&T-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, AT&T-13STATE will forward those messages to CLEC.
- 3.12 AT&T-13STATE will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to AT&T-13STATE under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 AT&T-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by AT&T-13STATE 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 either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party 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 the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's 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 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement 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 Each Party 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, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

- Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)
- Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

- Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)
- Bill period (Please choose a maximum of five dates for AT&T SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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 AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which AT&T agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 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 AT&T-13STATE's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AT&T-13STATE at the discount set forth in Appendix Pricing.
- 2.3 AT&T-13STATE will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by AT&T-13STATE to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AT&T-13STATE provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AT&T-13STATE to AT&T-13STATE's End Users through tariff(s), the rules and regulations associated with AT&T-13STATE's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-13STATE to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AT&T-13STATE retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AT&T-13STATE's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to AT&T TEXAS:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, AT&T TEXAS will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AT&T-13STATE offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 AT&T-13STATE - CLEC may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T-13STATE tariffs.
- 3.4.2 This section applies only to AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA:
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific AT&T SOUTHWEST REGION 5-STATE, AT&T WISCONSIN, AT&T OHIO and AT&T INDIANA tariffs.
- 3.4.3 This section applies only to AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS:
- 3.4.3.1 AT&T CALIFORNIA, AT&T CONNECTICUT and AT&T ILLINOIS LifeLine and Link-Up services are not available for resale.
- 3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any

applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to AT&T NEVADA:

3.4.4.1 AT&T NEVADA low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to AT&T NEVADA and AT&T MISSOURI:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to AT&T CALIFORNIA, AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT and AT&T ARKANSAS:

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to AT&T KANSAS, AT&T TEXAS and AT&T OKLAHOMA:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AT&T-13STATE's corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AT&T-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 AT&T-13STATE shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AT&T-13STATE as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges", and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale"; no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AT&T-13STATE'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 AT&T-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, AT&T-13STATE will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-13STATE in writing that the violation has been corrected. AT&T-13STATE will bill CLEC a sum equal (i) the charges that would have been billed by AT&T-13STATE to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify AT&T-13STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AT&T-13STATE 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 CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AT&T-13STATE's 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.
- 3.14 This section applies only to AT&T SOUTHWEST REGION 5-STATE:
- 3.14.1 CLEC may convert current AT&T SOUTHWEST REGION 5-STATE End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

- 3.14.2 AT&T SOUTHWEST REGION 5-STATE and any other reseller of AT&T SOUTHWEST REGION 5-STATE local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and AT&T SOUTHWEST REGION 5-STATE shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail AT&T SOUTHWEST REGION 5-STATE or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.
- 3.14.4.2 AT&T OKLAHOMA and AT&T MISSOURI tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to AT&T SOUTHWEST REGION 5-STATE or any other local service provider reselling AT&T SOUTHWEST REGION 5-STATE local service.
- 3.14.4.4 If another reseller of AT&T SOUTHWEST REGION 5-STATE local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against AT&T SOUTHWEST REGION 5-STATE in connection with any conversion by another reseller of AT&T SOUTHWEST REGION 5-STATE local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of AT&T SOUTHWEST REGION 5-STATE in connection with Assumptions of CSP Contract Conversions:
- 3.14.5.1 AT&T SOUTHWEST REGION 5-STATE will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 AT&T SOUTHWEST REGION 5-STATE will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to AT&T SOUTHWEST REGION 5-STATE.
- 3.15 This section applies only to AT&T MIDWEST REGION 5-STATE:
- 3.15.1 AT&T MIDWEST REGION 5-STATE retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
- 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
- 3.15.2.1 AT&T ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 3.15.2.2 AT&T MICHIGAN tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.
- 3.15.2.3 AT&T OHIO, and AT&T WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

- 3.15.2.4 AT&T INDIANA tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%.
- 3.15.2.5 Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
- 3.15.2.6 AT&T MIDWEST REGION 5-STATE Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 3.15.3 If CLEC elects to terminate a AT&T MIDWEST REGION 5-STATE retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 E911 Emergency Service

- 4.1.1 The terms and conditions for reselling AT&T-13STATE 911 services are contained in Appendix 911.

4.2 White Pages

- 4.2.1 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time.

- 4.2.2 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.

4.2.3 Liability Relating to End User Listings

- 4.2.3.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC'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.

- 4.2.3.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE'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 CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.

- 4.2.4 Each CLEC subscriber will receive one copy per primary End User listing of AT&T-13STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-13STATE's subscribers.

- 4.2.5 If CLEC's End User already has a current AT&T-13STATE local White Pages directory, AT&T-13STATE 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.
- 4.2.6 AT&T-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC 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, CLEC shall provide AT&T-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.2.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than AT&T-8STATE "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T-8STATE the "Informational Page" in the form of camera-ready copy.
- 4.3 Resale Operator Services and Directory Assistance (OS/DA)
- 4.3.1 The rates, terms and conditions for reselling AT&T-13STATE OS/DA services are contained in Appendix OS/DA and Appendix Pricing.
- 4.4 Payphone Services
- 4.4.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AT&T-13STATE's services offered pursuant to the appropriate payphone section(s) of AT&T-13STATE'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 AT&T-13STATE to compensate PSP customers of CLECs that resell AT&T-13STATE's services for certain calls originated from pay telephones. (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".
- 4.4.2 The Parties desire that AT&T-13STATE satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.4.3 AT&T-13STATE will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AT&T-13STATE will pay Payphone Compensation to CLEC only for IntraLATA subscriber 8YY calls for which AT&T-13STATE provides the 8YY service to the subscriber and carries the call.
- 4.4.4 AT&T-13STATE will not be required to pay any Payphone Compensation for non-sent paid calls.
- 4.4.5 AT&T-13STATE will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AT&T-13STATE deems it necessary to investigate a call or calls for possible fraud.
- 4.4.6 Where the capability exists, AT&T-13STATE will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AT&T-13STATE will not automatically

issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to AT&T-13STATE on the bill. Where the capability to credit CLEC's bill does not exist, AT&T-13STATE will make payment by rendering a check.

- 4.4.7 Nothing in this Appendix entitles CLEC to receive or obligates AT&T-13STATE to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
 - 4.4.8 CLEC represents and warrants that the only AT&T-13STATE services that CLEC will make available to PSPs as Payphone Lines are the payphone services that AT&T-13STATE offers pursuant to the appropriate payphone section(s) of AT&T-13STATE's state specific tariff(s) applicable in each state covered by this Appendix.
 - 4.4.9 Except as provided otherwise in this Section 4.4.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AT&T-13STATE pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AT&T-13STATE.
 - 4.4.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE and AT&T-13STATE'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:
 - 4.4.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
 - 4.4.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
 - 4.4.10.3 False representation by CLEC.
- 4.5 Suspension of Service
- 4.5.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
 - 4.5.2 AT&T-13STATE will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated AT&T-13STATE state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in AT&T MIDWEST REGION 5-STATE. Service specifics may be obtained in state specific CLEC Handbooks.
 - 4.5.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 4.5.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
 - 4.5.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate

monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

- 5.1 Except where otherwise required by law, CLEC shall not, without AT&T-13STATE'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 AT&T-13STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-13STATE in the provision of Telecommunications Services to CLEC's customers.

6. RESPONSIBILITIES OF AT&T-13STATE

- 6.1 AT&T-13STATE shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AT&T-13STATE shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces, as outlined in Appendix OSS.
- 6.2 AT&T-13STATE shall implement CLEC service orders within the same time intervals AT&T-13STATE uses to implement service orders for similar services for its own End Users.
- 6.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-13STATE trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AT&T-13STATE will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-13STATE's network facilities, including those on End User premises.
- 6.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by AT&T-13STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 6.4 AT&T-13STATE will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay AT&T-13STATE the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)".
- 6.5 AT&T-13STATE shall make Telecommunications Services that AT&T-13STATE 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, any and all obligations established by appropriate Commission(s) and other applicable limitations.
- 6.6 CLEC's End User's activation of Call Trace shall be handled by the AT&T-13STATE operations centers responsible for handling such requests. AT&T-13STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 6.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

- 6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify AT&T-13STATE against any Claim that insufficient information led to inadequate prosecution.
- 6.6.2 AT&T-13STATE 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.
- 6.7 This section applies only to AT&T CALIFORNIA:
 - 6.7.1 Cooperation on Fraud
 - 6.7.1.1 Traffic Alert Referral Service
 - 6.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order AT&T CALIFORNIA's TARS. In providing TARS to CLEC, AT&T CALIFORNIA notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that AT&T CALIFORNIA will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide AT&T CALIFORNIA with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. AT&T CALIFORNIA grants to CLEC a non-exclusive right to use the information provided by AT&T CALIFORNIA. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay AT&T CALIFORNIA a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service".
 - 6.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. AT&T CALIFORNIA takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.
 - 6.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, AT&T CALIFORNIA shall not be liable for any damages to CLEC or to any other person or entity for AT&T CALIFORNIA's actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold AT&T CALIFORNIA harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of AT&T CALIFORNIA's TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of AT&T CALIFORNIA or its employees.
- 6.8 This section applies only to AT&T CALIFORNIA:
 - 6.8.1 AT&T CALIFORNIA will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, AT&T CALIFORNIA will provide a recorded announcement of the CLEC name and number and AT&T CALIFORNIA will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to AT&T CALIFORNIA at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service". Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

7. RESPONSIBILITIES OF CLEC

- 7.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AT&T-13STATE shall abide by the same applicable laws and regulations.
- 7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AT&T-13STATE or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, 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.
- 7.2.1 AT&T-13STATE 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. CLEC shall make any such authorization it has obtained available to AT&T-13STATE upon request and at no charge.
- 7.2.1.1 The following applies to AT&T MICHIGAN only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AT&T-13STATE is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 7.4 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 AT&T-13STATE, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, AT&T-13STATE shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee".
- 7.5 Should AT&T-13STATE receive an order from CLEC for services under this Appendix, and AT&T-13STATE is currently providing the same services to another local service provider for the same End User, CLEC agrees that AT&T-13STATE may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 7.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AT&T-13STATE.
- 7.5.1 If AT&T-13STATE receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 7.5.2, then AT&T-13STATE shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 7.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AT&T-13STATE.
- 7.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AT&T-13STATE will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay AT&T-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC

agrees that AT&T-13STATE may change the per WTN charge, at AT&T-13STATE's sole discretion, so long as AT&T-13STATE provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AT&T-13STATE grants to CLEC a non-exclusive right to use the LDR information provided by AT&T-13STATE. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 7.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.
- 7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AT&T-13STATE for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AT&T-13STATE.
- 7.7 AT&T-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by AT&T-13STATE directly to End Users and billed by AT&T-13STATE directly to End Users.
- 7.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 7.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 7.9 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-13STATE-provided interfaces as described in this Appendix and Appendix OSS.
- 7.10 CLEC shall be responsible for providing to its End Users and to AT&T-13STATE a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 7.10.1 In the event that CLEC's End Users contact AT&T-13STATE with regard to repair requests, AT&T-13STATE shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 7.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC 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, CLEC 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.
- 7.12 CLEC will provide forecasts to AT&T-13STATE every January and July using the AT&T-13STATE network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

APPENDIX FOR ACCESS
TO AT&T INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS-OF-WAYS)

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APPENDIX FOR ACCESS TO AT&T 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 AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.5 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T CONNECTICUT**, and **AT&T NEVADA** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.10 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

2. DEFINITIONS

- 2.1 **Definitions in General**. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.17 except as the context otherwise requires.
- 2.2 **Authorized Contractor**. As used in this Agreement the term "Authorized Contractor" is used when referring to any contractor which is included on a list of contractors mutually approved by Attaching

- Party and AT&T-13STATE and who subject to Attaching Party's direction and control, and subject to the requirements and policies in each state, perform facilities modification or make-ready work which would ordinarily be performed by AT&T-13STATE or persons acting on AT&T-13STATE's behalf as more specifically detailed in Section 21.2.
- 2.3 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 Agreement, 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 AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.
- 2.4 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 Agreement, 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 AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.
- 2.5 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 Agreement, 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.
- 2.6 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 Agreement, the term "handhole" refers only to handholes which are part of AT&T-13STATE's conduit system and does not refer to handholes which provide access to buried cables not housed within AT&T-13STATE ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment located within handhole structures.
- 2.7 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that AT&T-13STATE has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or rights-of-way space.
- 2.8 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 AT&T-13STATE 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.
- 2.9 Make-ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.10 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of AT&T-13STATE's conduit system. As used in this Agreement, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.11 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an AT&T-13STATE pole, duct, conduit or rights-of-way to which the Attaching Party has obtained access. Other Users may include AT&T-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T-13STATE's poles, ducts, conduits or rights-of-ways).

- 2.12 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.
- 2.13 Periodic Inspections. The term "periodic inspections" refers to inspections that are planned and scheduled by AT&T-13STATE, for the purpose of inspecting the facilities of CLEC's attached to AT&T-13STATE structure, (poles, conduits, and rights-of-way).
- 2.14 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment attached to pole structures.
- 2.15 Rights-of-way. The term "rights-of-way" refers to AT&T-13STATE owned or controlled legal rights to pass over or through property of another party and used by AT&T-13STATE for its telecommunications distribution system. For purposes of this Agreement, "rights-of-way" includes property owned by AT&T-13STATE and used by AT&T-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.15.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.15.2 public rights-of-way (which are owned by and subject to the control of governmental entities), or
 - 2.15.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T-13STATE with permission from such owner rather than as a matter of legal right.
- 2.16 Spot Inspections. The term "spot inspections" refers to spontaneous inspections done by AT&T-13STATE, which may be initiated, at AT&T-13STATE's discretion for the purpose of ensuring safety and compliance with AT&T-13STATE standards.
- 2.17 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF AGREEMENT

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which AT&T-13STATE shall provide non-discriminatory access to AT&T-13STATE'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 Agreement:
- 3.1.1 AT&T-13STATE's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T-13STATE'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 AT&T-13STATE; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T-13STATE from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T-13STATE's network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, 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 AT&T-13STATE's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect AT&T-13STATE's right to abandon, convey, or transfer to any other person or entity AT&T-13STATE's interest in any of AT&T-13STATE's Structure. AT&T-13STATE 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 rights-of-way is to be conveyed or transferred.

4. INTENTIONALLY LEFT BLANK

5. GENERAL PROVISIONS

- 5.1 Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to AT&T-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.
- 5.2 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Attaching Party and AT&T-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within AT&T-13STATE'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 Agreement, the terms and conditions of this Agreement 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 Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.
- 5.5 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 Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.
- 5.6 The parties shall at all times observe and comply with, and the provisions of this Agreement 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

AT&T-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T-13STATE'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 AT&T-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 The parties agree that the dispute resolution provisions of the General Terms and Conditions of the Interconnection Agreement shall apply to disputes under this agreement.

8. INDEMNIFICATION

- 8.1 The parties agree that the indemnity provisions of the General Terms and Conditions of the Interconnection Agreement shall apply in addition to the additional indemnity language below: in Section 8.2-8.5.
- 8.2 Indemnification for Environmental Claims.
- 8.2.1 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

8.2.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.2.1.2 any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

8.2.2 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 AT&T-13STATE pole, duct, conduit, or rights-of-way.

8.2.3 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 AT&T-13STATE pole, duct, conduit, or rights-of-way.

8.2.4 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.

8.3 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T-13STATE by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

8.3.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T-13STATE due to the placement or presence of Attaching Party's facilities on or within AT&T-13STATE's poles, ducts, conduits, or rights-of-way; or

8.3.2 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.

8.4 Attaching Party's General Indemnity Obligations to AT&T-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T-13STATE pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE 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 AT&T-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, 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 AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

8.5 AT&T-13STATE'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

AT&T-13STATE's enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, AT&T-13STATE 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 AT&T-13STATE's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, AT&T-13STATE's performance of any acts authorized under this Agreement, or the presence or activities of AT&T-13STATE's employees or other personnel acting on AT&T-13STATE's behalf on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

9.1 The parties agree that the Liabilities and limitations provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

10. INSURANCE

10.1 The parties agree that the insurance provisions of the General Terms and Conditions of the Interconnection Agreement shall apply under this agreement.

11. ASSIGNMENT OF RIGHTS

11.1 Assignment Permitted. Neither party may assign, or otherwise transfer its rights or obligations, under this Agreement except as provided in this section.

11.1.1 AT&T-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T-13STATE or which acquires or succeeds to ownership of substantially all of AT&T-13STATE's assets.

11.1.2 Overlapping of Attaching Party's facilities on AT&T-13STATE poles by a third party will be allowed under the following conditions:

11.1.2.1 The Overlapping entity must enter into an agreement with AT&T-13STATE for access to AT&T-13STATE 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 AT&T-13STATE 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 in order to ensure that pole loadings are not exceeded.

11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in Appendix I and/or Appendix Pricing which are separate and in addition to the fees paid by the Attaching Party (e.g. the application fees and all make ready fees, etc.).

11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Agreement, subject to the express terms of this Agreement. 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 Agreement shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T-13STATE that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement 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 Agreement 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 Agreement (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 Agreement, including liability to AT&T-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AT&T-13STATE's prior written consent to the assignment or transfer, if necessary, and given AT&T-13STATE 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 AT&T-13STATE in writing, no assignment permitted by AT&T-13STATE under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T-13STATE 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 Agreement 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 Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, 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 Agreement and all occupancy permits subject to this Agreement 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 AT&T-13STATE'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 AT&T-13STATE's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or rights-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 AT&T-13STATE's Structure shall not materially interfere with or impair service over any facilities of AT&T-13STATE or any Other User, cause material damage to AT&T-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T-13STATE 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 AT&T-13STATE. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Attaching Party to AT&T-13STATE in connection with this Agreement (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 AT&T-13STATE facilities. This article does not limit the use by AT&T-13STATE of aggregate information relating to the occupancy and use of AT&T-13STATE's Structure by firms other than AT&T-13STATE (that is, information submitted by Attaching Party and aggregated by AT&T-13STATE 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 AT&T-13STATE 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, AT&T-13STATE and persons acting on AT&T-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to AT&T-13STATE's outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T-13STATE's Structure and any AT&T-13STATE facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing AT&T-13STATE's obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of AT&T-13STATE's Structure are (or may in the future be) available for AT&T-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T-13STATE's Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining AT&T-13STATE'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 AT&T-13STATE and any person or entity, including Attaching Party, concerning AT&T-13STATE'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, AT&T-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE'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;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE'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;
 - 14.4.2 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 AT&T-13STATE has the authority to do so, AT&T-13STATE grants Attaching Party a right to use any rights-of-way for AT&T-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T-13STATE'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, rights-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 AT&T-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T-13STATE. AT&T-13STATE 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 AT&T-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, AT&T-13STATE 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 AT&T-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the rights-of-way, AT&T-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T-13STATE to provide such access, and provided further that AT&T-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T-13STATE to obtain the rights-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T-13STATE in obtaining the rights-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 AT&T-13STATE's poles or occupying space in AT&T-13STATE'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 Agreement and the Administrative Guide.
- 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 AT&T-13STATE Structure Access Guidelines.

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T-13STATE's manholes and access to AT&T-13STATE's conduit system.

16.3.1 Attaching Party will notify AT&T-13STATE not less than 5 business days in advance before entering AT&T-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of AT&T-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T-13STATE's conduit system. Attaching party must notify AT&T-13STATE when Attaching Party has completed such work in the conduit system. If AT&T-13STATE has not had the opportunity to complete the review, AT&T-13STATE will attempt to meet with Attaching Party's contractors to finalize the review. If AT&T-13STATE is not available when Attaching Party notifies AT&T-13STATE of their notice of completion then AT&T-13STATE will perform a post-construction inspection as described in section 26.1. Attaching Party shall reimburse AT&T-13STATE for costs associated with the presence of AT&T-13STATE'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 AT&T-13STATE 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 AT&T-13STATE's Structure. Upon request, AT&T-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T-13STATE 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 AT&T-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 AT&T-13STATE will provide information currently available on the AT&T-13STATE's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T-13STATE's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T-13STATE's maps;

17.3.3 the footage between poles, if shown on AT&T-13STATE's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 AT&T-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T-13STATE.

17.5 AT&T-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

17.6 AT&T-13STATE will:

17.6.1 Within five (5) business days after attaching party submits Billing Authorization to AT&T-13STATE, AT&T-13STATE will notify attaching party of the place and time that attaching party may view the Structure Records.

17.6.2 The viewing room must be reserved for a minimum of two (2) hours. Attaching Party may request additional time prior to the viewing date. AT&T-13STATE may not be able to provide attaching party with unscheduled additional time for viewing AT&T-13STATE Structure Records on the viewing date, but if unable will immediately make alternative arrangements that are mutually acceptable for the viewing of records as soon thereafter as possible.

17.6.3 AT&T-13STATE may make available at the Attaching Party's expense, an AT&T-13STATE representative with sufficient knowledge about AT&T-13STATE Structure Records to clarify matters relating to such Structure Records and to assist Attaching Party during their viewing.

17.7 Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

17.7.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.1.1

17.7.2 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73, Access Services Tariff, Section 13.4.2(B)

17.7.3 AT&T-2STATE - FCC No. 1 Access Services Tariff, Section 13.1.1

17.7.4 AT&T CONNECTICUT - FCC No. 2 Access Services Tariff, Section 13.1.1

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 AT&T-13STATE poles or placing facilities within specified AT&T-13STATE ducts, conduits, or rights-of-way.

18.2 Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to AT&T-13STATE the appropriate AT&T-13STATE 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 AT&T-13STATE Structure. In addition, Attaching Party shall also:

18.2.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready survey; or

18.2.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself or an Authorized Contractor if permissible in the application area.

18.2.3 confirm that Attaching Party has calculated storm loadings, guying, or pole class to ensure pole loadings are not exceeded and indicate if additional holding or loading capacity is required.

18.2.4 provide sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to AT&T-13STATE's poles or placed in AT&T-13STATE's conduit system.

18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T-13STATE or, subject to the requirements and policies in each state, the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable AT&T-13STATE 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 AT&T-13STATE structures;

18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy;

- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work; and
- 18.3.4 identify the owner of the pole.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. AT&T-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T-13STATE's poles or in AT&T-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Agreement. 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 AT&T-13STATE, 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 AT&T-12STATE, the pole, duct, and conduit space selected and/or approved by AT&T-12STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.
- 19.2.2 AT&T CALIFORNIA: The pole, duct, and conduit space selected and/or approved by AT&T-CALIFORNIA in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in AT&T CALIFORNIA only as detailed by the California Public Utility Commission.
- 19.2.3 AT&T-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T-13STATE 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 AT&T-13STATE record if AT&T-13STATE has not occupied such assigned space within such 12 month period.
- 19.2.4 AT&T CONNECTICUT will make available on request municipal gain space in accordance with Connecticut State Statute 16-233.
- 19.2.5 AT&T CALIFORNIA: Space assignment is 9 months in California.
- 19.2.6 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 AT&T-13STATE Structure, AT&T-13STATE shall provide a written response to the application, except AT&T CONNECTICUT, which response time will be on a first come, first serve basis. 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, AT&T-13STATE 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. AT&T-13STATE 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 AT&T-13STATE'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 AT&T-13STATE or its contractor to complete the make-ready work; or
- 20.3.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.3.2.1 Make-ready work performed by Attaching Party, or by an Authorized Contractor selected by Attaching Party, shall be performed in accordance with AT&T-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-13STATE or AT&T-13STATE's contractors. Neither Attaching Party nor Authorized Contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-13STATE's Structures or interferes with any existing use of AT&T-13STATE's facilities or the facilities of any Other User.
- 20.4 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 AT&T-13STATE's poles or occupying space in AT&T-13STATE'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 AT&T-13STATE's poles, ducts, conduits and rights of ways.
- 20.5 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T-13STATE for the use of such additional capacity. If AT&T-13STATE utilizes additional space or capacity created at Attaching Party's expense, AT&T-13STATE will reimburse Attaching Party on a pro-rata basis for AT&T-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T-13STATE will notify the Attaching Party if AT&T-13STATE attaches facilities to additional capacity on AT&T-13STATE's Structure created at the Attaching Party's expense. AT&T-13STATE 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.
- 20.6 If Attaching Party utilizes space or capacity on any AT&T-13STATE Structure created at AT&T-13STATE'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 AT&T-13STATE's capacity creation costs.
- 20.7 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T-13STATE's Structure.
- 20.8 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 AT&T-13STATE or Other User.
- *AT&T CALIFORNIA only: Space assignment shall not exceed nine (9) months in California.
- 20.9 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 AT&T-13STATE 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 AT&T-13STATE's poles and the placement of such facilities in

AT&T-13STATE'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 Responsibilities of Attaching Party. Attaching Party is responsible for the Authorized Contractors or contractors it selects.
- 21.2.1 As used in this Agreement, the term "Authorized Contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Attaching Party's behalf or other contractors who may be selected by Attaching Party to perform work on Attaching Party's behalf without AT&T-13STATE's approval.
- 21.2.2 Subject to state specific requirements, Authorized Contractors have received certification from AT&T-13STATE to perform one or more of the following tasks within a specified AT&T-13STATE construction district, as applicable:
- (a) installation of those sections of Attaching Party's ducts or facilities which connect to AT&T-13STATE's conduit system;
 - (b) installation of inner duct;
 - (c) excavation work in connection with the removal of retired or inactive (dead) cables; or
 - (d) Make-Ready work.
- 21.2.3 A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those AT&T-13STATE construction districts agreed to by both parties.
- 21.2.4 Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one AT&T-13STATE's construction district constitute approval of such Authorized Contractor for the area served by a different AT&T-13STATE construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all AT&T-13STATE construction districts in which the work is to be performed.
- 21.3 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T-13STATE with a construction schedule and thereafter keep AT&T-13STATE 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 AT&T-13STATE'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 AT&T-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T-13STATE of such use and must either vacate the maintenance duct within 30 days or, with AT&T-13STATE'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 AT&T-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T-13STATE Structure. The notice shall contain sufficient information to enable AT&T-13STATE 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 Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T-13STATE Structure, and may overlap 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 AT&T-13STATE and other users in making rearrangements to AT&T-13STATE 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, AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T-13STATE 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 Agreement 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 AT&T-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T-13STATE 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 25.3, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be 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 AT&T-13STATE'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 Attaching Party occupies the maintenance ducts. If Attaching Party fails to vacate the maintenance duct as described above, AT&T-13STATE may install a maintenance conduit at the Attaching Party's expense.

- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T-13STATE construction district, Attaching Party shall provide AT&T-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T-13STATE 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, AT&T-13STATE, 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 AT&T-13STATE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T-13STATE 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, AT&T-13STATE 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 AT&T-13STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-13STATE replacement pole, the transfer shall be in accordance with AT&T-13STATE's placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-13STATE and thereby authorize AT&T-13STATE (or any Other User sharing the pole with AT&T-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf at the Attaching Party's expense.
- 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 AT&T-13STATE for the costs incurred by AT&T-13STATE for work performed by AT&T-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. **INSPECTION BY AT&T-13STATE OF ATTACHING PARTY'S FACILITIES AND NOTICE OF NON-COMPLIANCE**

- 26.1 **Post-Construction Inspections.** AT&T-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-13STATE on the post-construction inspection.
- 26.2 **Right to Make Periodic or Spot Inspections.** AT&T-13STATE shall have the right, but not the obligation, to make Periodic or Spot Inspections of all facilities attached to AT&T-13STATE's Structure. Periodic Inspections will not be made more often than once every 2 years unless in AT&T-13STATE'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 Agreement, 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 Agreement, AT&T-13STATE 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 Agreement, 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 AT&T-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T-13STATE 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. If the violation creates a hazardous condition, facilities must be brought into compliance upon notification.
- 26.5 **Notice of Noncompliance.** If, at any time, AT&T-13STATE determines that Attaching Party's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, AT&T-13STATE may send written notice to Attaching Party specifying the alleged noncompliance. Attaching Party agrees to acknowledge receipt of the notice as soon as practicable. If Attaching Party does not dispute AT&T-13STATE's assertion that such facilities are not in compliance, Attaching Party agrees to provide AT&T-13STATE with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T-13STATE in writing when the facilities have been brought into compliance.
- 26.6 **Disputes over Alleged Noncompliance.** If Attaching Party disputes AT&T-13STATE's assertion that Attaching Party's facilities are not in compliance, Attaching Party shall notify AT&T-13STATE in writing of the basis for Attaching Party's assertion that its facilities are in compliance.
- 26.7 **Failure to Bring Facilities into Compliance.** If Attaching Party has not brought the facilities into compliance within a reasonable time or provided AT&T-13STATE with proof sufficient to persuade AT&T-13STATE that AT&T-13STATE erred in asserting that the facilities were not in compliance, and if AT&T-13STATE determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T-13STATE's facilities or those of other users, AT&T-13STATE may, at its

option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.

26.8 Correction of Conditions by AT&T-13STATE. If AT&T-13STATE elects to bring Attaching Party's facilities into compliance, the provisions of this Section shall apply.

26.8.1 AT&T-13STATE will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and AT&T-13STATE's schedule for performing the work.

26.8.2 If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within a AT&T-13STATE manhole, AT&T-13STATE may, at Attaching Party's expense, reattach them but shall not be obligated to do so. If AT&T-13STATE does not reattach Attaching Party's facilities, AT&T-13STATE shall endeavor to arrange with Attaching Party for the reattachment of any facilities affected.

26.8.3 AT&T-13STATE shall, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party shall inspect the facilities and take such steps as Attaching Party may deem necessary to insure that the facilities meet Attaching Party's performance requirements.

26.9 Attaching Party to Bear Expenses. Attaching Party shall bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Attaching Party to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

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 AT&T-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. AT&T-13STATE may, without notice to any person or entity, remove from AT&T-13STATE's poles or any part of AT&T-13STATE's conduit system the Attaching Party's facilities, if AT&T-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-13STATE's poles or in AT&T-13STATE'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 AT&T-13STATE's poles or anchors or within any part of AT&T-13STATE's conduit system, AT&T-13STATE, without prejudice to other rights or remedies available to AT&T-13STATE under this Agreement, 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 Agreement.

27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Agreement, Attaching Party shall acknowledge receipt of the notice and submit to AT&T-13STATE, 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 AT&T-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Agreement. The issuance of a new or amended occupancy permit as provided by this article shall

- not operate retroactively or constitute a waiver by AT&T-13STATE of any of its rights or privileges under this Agreement or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T-13STATE'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 AT&T-13STATE 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 and/or occupancy fee as specified in Section 29 of this Agreement. 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 AT&T-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T-13STATE or another Other User, and shall pay AT&T-13STATE for all costs incurred by AT&T-13STATE 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, AT&T-13STATE 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, AT&T-13STATE may, at AT&T-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-13STATE's Facilities. No act or failure to act by AT&T-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T-13STATE's Structure shall be deemed to constitute a ratification by AT&T-13STATE 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 an AT&T-13STATE pole or in a AT&T-13STATE duct or conduit, Applicant will provide written notification to AT&T-13STATE 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 AT&T-13STATE'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 AT&T-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T-13STATE's Structure.
- 28.2 At AT&T-13STATE's request, Attaching Party shall remove from AT&T-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-13STATE 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 AT&T-13STATE's Structure.

- 28.3 Removal Following Termination of Occupancy Permit. Attaching Party shall remove its facilities from AT&T-13STATE's poles, ducts, conduits, or rights-of-way within 30 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T-13STATE's Structures within 30 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 AT&T-13STATE's Structure would cause a forfeiture of the rights of AT&T-13STATE to occupy the property where such Structure is located, AT&T-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T-13STATE will give Attaching Party not less than 30 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T-13STATE'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 AT&T-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Agreement, AT&T-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by AT&T-13STATE. If AT&T-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T-13STATE for AT&T-13STATE'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 Agreement will be set forth in Exhibit I of this Appendix. 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, AT&T-13STATE shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T-13STATE 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 Agreement, (2) terminate this Agreement, 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. AT&T-13STATE 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 Agreement.
- 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 AT&T-13STATE 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 AT&T-13STATE 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 Agreement. In the event any lien, claim or demand is made on AT&T-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T-13STATE may require, in addition to any security provided under Section 30.1 of this Agreement, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T-13STATE may deem reasonable or necessary to protect AT&T-13STATE from any such lien, claim or demand.

**APPENDIX LAWFUL UNES
(LAWFUL PROVISION OF ACCESS TO
UNBUNDLED NETWORK ELEMENTS)**

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which AT&T-13STATE agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 Lawful UNEs and Declassification. This Agreement sets forth the terms and conditions pursuant to which AT&T-13STATE will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in AT&T-13STATE's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, AT&T-13STATE shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that AT&T-13STATE is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as "**Declassified.**"
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.
- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that AT&T-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then AT&T-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that AT&T-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that AT&T-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 **Non-Impaired Wire Center Criteria and Related Processes**
- 2.5.1 AT&T-13STATE 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 pursuant to Rule

51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T-13STATE'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 Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T-13STATE 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 2.5 of this Agreement shall be deemed to mean an Accessible Letter issued after the effective date of this Agreement, as set forth in this Section 2.5 of this Agreement.

- 2.5.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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 pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-13STATE wire center non-impairment designation, the CLEC will provide a self-certification to AT&T-13STATE identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T-13STATE as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T-13STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-13STATE. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T-13STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-13STATE's standard ordering interval applicable to such facilities. If AT&T-13STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 2.5 of this Agreement, AT&T-13STATE will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.
- 2.5.3 The parties recognize that wire centers that AT&T-13STATE 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 is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-13STATE may add the wire center to the list of designated wire centers and the Parties will use the following process:
- 2.5.3.1 AT&T-13STATE may update the wire center list as changes occur.
- 2.5.3.2 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-13STATE will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
- 2.5.3.3 AT&T-13STATE 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.

- 2.5.3.4 In the event the CLEC disagrees with AT&T-13STATE's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T-13STATE's determination regarding the wire center by providing a self-certification to AT&T-13STATE.
- 2.5.3.5 If the CLEC does not use the self-certification process described in this Section 2.5 of this Agreement to self-certify against AT&T-13STATE'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 all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 2.5.1 of this Agreement, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 2.5.3.6 If the CLEC does provide self-certification to dispute AT&T-13STATE's designation determination within 60 calendar days of the issuance of the Accessible Letter, AT&T-13STATE may dispute CLEC's self-certification as described in Sections 2.5.5 and 2.5.6 of this Agreement and AT&T-13STATE will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 2.5.3.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 2.5.4 If the Commission has previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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 Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-13STATE's designations.
- 2.5.5 If it desires to do so, AT&T-13STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T-13STATE will 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 Agreement, whichever is later. AT&T-13STATE 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 Agreement, whichever is later. AT&T-13STATE will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T-13STATE's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T-13STATE of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T-13STATE shall promptly notify CLEC of any time where AT&T-13STATE has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T-13STATE 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 2.5.3 of this Agreement. During

the timeframe of any dispute resolution proceeding, AT&T-13STATE 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:

2.5.5.1 For wire centers designated by AT&T-13STATE prior to March 11, 2005 and

2.5.5.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

2.5.5.1.1.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider to this Agreement between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.5.1. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

2.5.5.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Appendix or if applicable, Section 1.2 of the Embedded Base Rider of this Agreement. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

2.5.5.2 For wire centers designated by AT&T-13STATE after March 11, 2005,

2.5.5.2.1 For affected loop/transport elements ordered before AT&T-13STATE's wire center designation,

2.5.5.2.1.1 if the applicable transition period is within the initial *TRRO* transition period described in Section 2.5.1 of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 2.5.3.7 of this Agreement.

2.5.5.2.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 2.5.1 of this Agreement has expired, CLEC will provide a true-up based on the transitional rate described in Section 2.5.3.7 of this Agreement between the date that is thirty (30) days after AT&T-13STATE's notice of non-impairment and the end of the applicable transition period described in Section 2.5.1

and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

- 2.5.5.2.2 For affected loop/transport elements ordered after AT&T-13STATE's wire center designation, CLEC will provide a true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) days after AT&T-13STATE's notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the transitional rate described in Section 2.5.3.7 of this Agreement. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.
- 2.5.6 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-13STATE 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-13STATE intends to rely, which will include the detailed business line information for the AT&T-13STATE wire center or centers that are the subject of the dispute.
- 2.5.7 The provisions of Section 2.5.1 of this Agreement shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 2.5.1 of this Agreement, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T-13STATE in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed 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.
- 2.5.8 AT&T-13STATE will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-13STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 2.5.9 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.
- 2.5.10 CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has met the volume cap set forth in Sections 8.3.4.4.1 and 8.3.5.4.1 (for DS1/DS3 Loops) and 13.3.5.1 and 13.3.6.1 (for DS1/DS3 Dedicated Transport).
- 2.5.11 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 2.5.1 of this Agreement, and if CLEC and AT&T-13STATE have failed to reach agreement under Section 2.5.8 of this Agreement as to a substitute service arrangement or element, then AT&T-13STATE 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.

- 2.6 AT&T-13STATE will provide access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 AT&T-13STATE will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
- 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding AT&T-13STATE's network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));
- 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNEs for the service CLEC seeks to offer (47 CFR § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which AT&T-13STATE provides such elements to itself (47 CFR § 51.313(b));
- 2.7.8 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));
- 2.7.9 Except upon request of CLEC, AT&T-13STATE shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) AT&T-13STATE is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other AT&T-13STATE offering(s).
- 2.8 As provided for herein, AT&T-13STATE will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, AT&T-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 AT&T-13STATE will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what AT&T-13STATE provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of AT&T-13STATE.
- 2.13 Performance of Lawful UNEs
- 2.13.1 Each Lawful UNE will be provided in accordance with AT&T-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by AT&T-13STATE at its sole discretion.

- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). AT&T-13STATE will not discontinue any Lawful UNE that AT&T-13STATE is required to provide to CLEC under this Agreement unless and until: (i) AT&T-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to AT&T-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following AT&T-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 AT&T-13STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-13STATE places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of AT&T-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.14 Conditions for Access to Lawful UNES
- 2.14.1 In order to access and use Lawful UNES, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNES. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T-13STATE immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T-13STATE shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.
- 2.14.1.2 By way of further example, CLEC may not access Lawful UNES for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNES, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.
- 2.15 New Combinations Involving Lawful UNES
- 2.15.1 Subject to the provisions hereof and upon CLEC request, AT&T-13STATE shall meet its combining obligations involving Lawful UNES as and to the extent required by FCC rules and orders, and Verizon Comm. Inc. v. FCC, 535 U.S. 467 (May 13, 2002) ("Verizon Comm. Inc.") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

- 2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T-13STATE might offer pursuant to Section 271 of the Act.
- 2.15.2 In the event that AT&T-13STATE denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, AT&T-13STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, AT&T-13STATE shall have the burden 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 2.15 of this Appendix.
- 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
- 2.15.3.1 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 AT&T-13STATE being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful 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 time this Appendix was agreed-to by the Parties, 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, AT&T-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:
- 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, AT&T-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by AT&T-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect AT&T-13STATE from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.
- 2.15.3.1.2 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 combining obligations, AT&T-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by AT&T-13STATE, the Parties

shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any AT&T-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 Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations 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 Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
 - 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
 - 2.15.3.4 Upon notice by AT&T-13STATE, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by AT&T-13STATE in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by AT&T-13STATE under Section 2.16.1, 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 AT&T-13STATE, 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 this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants AT&T-13STATE to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants AT&T-13STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
 - 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T-13STATE Lawful UNE and the lawful network element(s) possessed by CLEC.
 - 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by AT&T-13STATE under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC

requests AT&T-13STATE to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.

2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:

2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;

2.15.5.2 AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

2.15.5.3 AT&T-13STATE would not be placed at a disadvantage in operating its own network;

2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with AT&T-13STATE's network; and

2.15.5.5 CLEC is

2.15.5.5.1 unable to make the combination itself; or

2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if AT&T-13STATE informs CLEC of such need to combine.

2.15.6 For purposes of Section 2.15.5.5 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 Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:

2.15.6.1 at an AT&T-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

2.15.6.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.

2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.

2.16 Conversion of Wholesale Services to Lawful UNEs

2.16.1 Upon request, AT&T-13STATE shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful 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.)

2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, AT&T-13STATE shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. AT&T-13STATE may charge applicable service order charges and record change charges.

2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.

2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or

continue using such the Lawful UNE or Lawful UNES that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNES, or Commingled Arrangement (as defined herein), AT&T-13STATE may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNES, including whether or not such Lawful UNE or combination of Lawful UNES had been previously converted from an AT&T-13STATE service.

2.16.5.2 AT&T-13STATE may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.16.6 In requesting a conversion of an AT&T-13STATE service, CLEC must follow the guidelines and ordering requirements provided by AT&T-13STATE that are applicable to converting the particular AT&T-13STATE service sought to be converted.

2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T-13STATE's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.17 Commingling

2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNES, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE, or the combining of a Lawful UNE, or a combination of Lawful UNES, with one or more such facilities or services. "Commingling" means the act of commingling.

2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an AT&T-12STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).

2.17.1.3 Commingling is not permitted, nor is AT&T-13STATE required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-13STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-13STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNES or to Interconnect with AT&T-13STATE's network.

2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE with Lawful UNES; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that AT&T-12STATE might offer pursuant to Section 271 of the Act.

2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, AT&T-13STATE shall permit CLEC to Commingling a Lawful UNE or a combination of Lawful UNES with facilities or services obtained at wholesale from AT&T-13STATE to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

- 2.17.3 Upon request, and subject to this Section 2, AT&T-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNES with one or more facilities or services that CLEC has obtained at wholesale from AT&T-13STATE (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), except that AT&T-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-13STATE's obligation to commingle ceases if AT&T-13STATE informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from AT&T-13STATE are available to CLEC, including without limitation:
- 2.17.3.1.1 at an AT&T-13STATE central office where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for AT&T CALIFORNIA only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by AT&T-13STATE to CLEC. Thereafter, AT&T-13STATE may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for AT&T-13STATE to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T-13STATE to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 AT&T-13STATE is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNES, and the facilities or services that CLEC has obtained at wholesale from AT&T-13STATE sought to be Commingled and the needed location(s), the order in which such Lawful UNES, such combinations of Lawful UNES, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.
- 2.17.4.2.1 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by AT&T-13STATE under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. AT&T-13STATE's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests AT&T-13STATE to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.4.3 AT&T-13STATE shall charge the appropriate non-recurring rates as set forth in the pricing schedule(s) applicable to the Lawful UNES (or Lawful UNE combinations) that are Commingled on a Lawful UNE-by-Lawful UNE basis, and for the facilities and services that are Commingled (under this Section 2) on a facility-by-facility, service-by-service basis,

including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

- 2.17.5 AT&T-13STATE shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. AT&T-13STATE shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on AT&T-13STATE to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that AT&T-13STATE shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling also involves AT&T-13STATE performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, AT&T-13STATE shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T-13STATE.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, AT&T-12STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-12STATE offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs
- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, AT&T-13STATE shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.18.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 AT&T-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an

unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
 - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
 - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
 - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
 - 2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and
 - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, AT&T-13STATE shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

- 2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:
- 2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-13STATE's premises within the same LATA as the End User's premises, when AT&T-13STATE is not the collocator; or
 - 2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when AT&T-13STATE is the collocator.
- 2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after AT&T-13STATE provisions such new circuit. CLEC must provide AT&T-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.18.6 CLEC hereby agrees that by submitting an order to AT&T-13STATE for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 2.18 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification. and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 2.18.
- 2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-13STATE.
- 2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-13STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon AT&T-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.
- 2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
 - 2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.
 - 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

- 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, *e.g.*, AT&T-13STATE shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.
- 2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse AT&T-13STATE for the cost of the independent auditor and for AT&T-13STATE's costs in the same manner and using the same methodology and rates that AT&T-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.
- 2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.18, AT&T-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (*e.g.*, collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.
- 2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of AT&T-13STATE to require such compliance, including if AT&T-13STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, 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.
- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 AT&T-13STATE will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.
- 2.21 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from AT&T-13STATE. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-13STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other

provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to enforce the foregoing (including if AT&T-13STATE fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-13STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-13STATE may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
 - 3.1.1 In the AT&T-13STATE premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) AT&T-13STATE will extend AT&T-13STATE Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-13STATE premises where the Lawful UNEs are located.
 - 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.1.3 CLEC shall refer trouble sectionalized in the AT&T-13STATE Lawful UNE to AT&T-13STATE.
 - 3.1.4 Prior to AT&T-13STATE providing access to Lawful UNEs under this Appendix, CLEC and AT&T-13STATE shall provide each other with a point of contact for overall coordination.
 - 3.1.5 CLEC shall designate each Lawful UNE being ordered from AT&T-13STATE. CLEC shall provide an interface to receive assignment information from AT&T-13STATE regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
 - 3.1.6 AT&T-13STATE will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T-13STATE shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, AT&T-13STATE shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the AT&T-10STATE and AT&T NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the AT&T CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the AT&T CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-13STATE.

6.3 Item I

AT&T-10STATE, AT&T NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request AT&T-10STATE, AT&T NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by AT&T-10STATE, AT&T NEVADA but that is not available under this Agreement at the time of CLEC’s request.
- 6.3.2 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.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by AT&T-10STATE, AT&T NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate AT&T-10STATE, AT&T NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover AT&T-10STATE, AT&T NEVADA’s preliminary evaluation costs, in which case AT&T-10STATE, AT&T NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-10STATE, AT&T NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and AT&T-10STATE, AT&T NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then AT&T-10STATE, AT&T NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay AT&T-10STATE, AT&T NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T-10STATE, AT&T NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 AT&T-10STATE, AT&T NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt AT&T-10STATE, AT&T NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once AT&T-10STATE, AT&T NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR AT&T-10STATE, AT&T NEVADA will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that AT&T-10STATE, AT&T NEVADA will offer the Request to CLEC or (ii) advise CLEC that AT&T-10STATE, AT&T NEVADA will not offer the Request. If AT&T-10STATE, AT&T NEVADA indicates

it will not offer the Request, AT&T-10STATE, AT&T NEVADA 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 for a Lawful UNE, or is otherwise not required to be provided by AT&T-10STATE, AT&T NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that AT&T-10STATE, AT&T NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for AT&T-10STATE, AT&T NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by AT&T-10STATE, AT&T NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to AT&T-10STATE, AT&T NEVADA all demonstrable costs as set forth above. Any request by CLEC for AT&T-10STATE, AT&T NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, AT&T-10STATE, AT&T NEVADA shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse AT&T-10STATE, AT&T NEVADA 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 the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If AT&T-10STATE, AT&T NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-10STATE, AT&T NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 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 forth in the General Terms and Conditions section of this Agreement.

6.4 Item II

AT&T CONNECTICUT Bona Fide Request Process

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CONNECTICUT, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, AT&T CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for AT&T CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by AT&T CONNECTICUT after AT&T CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for AT&T CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time AT&T CONNECTICUT receives the written notice of cancellation from CLEC. However, if AT&T CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by AT&T CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: AT&T CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once AT&T CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 AT&T CONNECTICUT will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For AT&T CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

AT&T CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by AT&T CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T CALIFORNIA will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that AT&T CALIFORNIA will offer the request. The Preliminary Analysis provided by AT&T CALIFORNIA will include cost categories (material, labor and other) and high level costs for the request. AT&T CALIFORNIA will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, AT&T CALIFORNIA will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If AT&T CALIFORNIA refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, AT&T-13STATE shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to AT&T-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE 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 Lawful UNE 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, AT&T-13STATE offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (AT&T-12STATE) or by tariff (AT&T CONNECTICUT).
- 7.3 AT&T-12STATE will permit CLEC to connect its local loop facilities to End Users' premises wiring through AT&T-12STATE's Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the AT&T-12STATE Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by AT&T-12STATE based on Time and Material charges. AT&T-12STATE, at the request of CLEC, will disconnect the AT&T-12STATE local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-12STATE's Lawful UNE NID where necessary.
- 7.6 The AT&T-12STATE Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by AT&T-12STATE to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect AT&T-12STATE's ground. CLEC shall not cut or disconnect AT&T-12STATE's loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with AT&T-12STATE's Lawful UNE NID, can disconnect the End User's wiring from AT&T-12STATE's Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, AT&T-12STATE will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, AT&T-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE 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 AT&T-13STATE. The Lawful UNE Local Loop 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 CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in AT&T-13STATE wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T-13STATE via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay AT&T-13STATE for any HVPE that is provisioned by AT&T-13STATE to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (AT&T-12STATE) or by tariff (AT&T CONNECTICUT) and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff (AT&T CONNECTICUT):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 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.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) AT&T-12STATE will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, AT&T-

12STATE will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

8.3.2 4-Wire Analog Loop

8.3.2.1 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.

8.3.3 2-Wire Digital Loop

8.3.3.1 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, including overhead.

8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 AT&T-13STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the AT&T-13STATE Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 AT&T-13STATE is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

- 8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, AT&T-13STATE shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, AT&T-13STATE shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 8.4.3.1 Products provided by AT&T-13STATE in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.
- 8.4.4 The Parties agree that activity by AT&T-13STATE under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

- 8.5.1 AT&T-13STATE shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. AT&T-13STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.5.2 A routine network modification is an activity that AT&T-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that AT&T-13STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-13STATE will place drops in the same manner as it does for its own customers.
- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

- 8.5.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 8.5.5 AT&T-13STATE has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 AT&T-12STATE will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of AT&T-12STATE's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond AT&T-12STATE's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which AT&T-12STATE's owns and controls inside the End User premises.

9.3 Definitions Pertaining to the Lawful UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "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.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses 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 Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T-13STATE is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "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.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T-12STATE will construct a SPOI only to those multiunit premises where AT&T-12STATE has distribution facilities to the premises and AT&T-12STATE either owns, controls, or leases the inside wire, if any, at such premises. If AT&T-12STATE has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T-12STATE's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "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.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 AT&T-12STATE will offer the following Lawful UNE Subloop types:

- 9.4.1 2-Wire Analog Lawful UNE 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).
- 9.4.2 4-Wire Analog Lawful UNE 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).

- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the AT&T-12STATE states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, AT&T-13STATE is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T-13STATE provides a subloop(s) that is not described or provided for in this Agreement, AT&T-13STATE may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-13STATE to refuse to provide, including if AT&T-13STATE provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 9.8 Copper Lawful UNE Subloops
- 9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:
- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User 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 Terminal (underground or aerial).
- 9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:
- | <u>FROM:</u> | <u>TO:</u> |
|---|--------------------------|
| 1. Serving Area Interface or
Feeder Distribution Interface | Terminal |
| 2. Serving Area Interface or
Feeder Distribution Interface | Network Interface Device |
| 3. Terminal | Network Interface Device |
| 4. NID | Stand Alone |
| 5. SPOI (Single Point of Interface) | Terminal |
| 6. SPOI (Single Point of Interface) | Terminal |

9.10 Provisioning

- 9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).
- 9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

9.11 Maintenance

- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the AT&T-12STATE switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the AT&T-12STATE Lawful UNE Subloop portion of the CLEC's service before reporting trouble to AT&T-12STATE.
- 9.11.3 AT&T-12STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T-12STATE on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due AT&T-12STATE is received, the CLEC may place a LSR for Subloops at this location. Prices at which AT&T-12STATE agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, AT&T-12STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T-12STATE will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T-12STATE Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, AT&T-12STATE will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to AT&T-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T-12STATE will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a AT&T-12STATE technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into AT&T-12STATE's interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T-12STATE to properly engineer access to each SAI and to ensure AT&T-12STATE does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC 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 CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T-12STATE for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a AT&T-12STATE 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. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T-12STATE will stub out a cable from the SAI/FDI or Terminal, which AT&T-12STATE will splice to the CLEC cable at the meet point.
- 9.13.1.4 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.

- 9.14 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 AT&T-12STATE shall notify CLEC of pending relocation as soon as AT&T-12STATE receives such notice.
- 9.14.2 CLEC shall notify AT&T-12STATE of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 AT&T-12STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T-12STATE engineer.
- 9.14.4 CLEC shall notify AT&T-12STATE of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T-12STATE's estimate.
- 9.14.5 Upon acceptance of the AT&T-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T-12STATE of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T-12STATE as to the date that AT&T-12STATE may remove CLEC's facilities from that SAA. CLEC will pay AT&T-12STATE for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to AT&T-12STATE in time to have their facilities relocated, AT&T-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T-12STATE Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in AT&T-12STATE ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from AT&T-12STATE within the intermediary box (in order to obtain access to AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet AT&T-12STATE's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T-12STATE technician the ability to run jumper/cross connect from AT&T-12STATE terminal to the intermediary box.
- 9.15.1.3 CLEC agrees that the AT&T-12STATE technician shall run the jumper/cross-connect from AT&T-12STATE's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from AT&T-12STATE.

- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T-12STATE associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T-12STATE to CLEC, providing AT&T-12STATE with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to AT&T-12STATE by CLEC via a Local Service Request ("LSR").
- 9.15.1.7 AT&T-12STATE will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the AT&T-12STATE terminal to the CLEC intermediary box. AT&T-12STATE must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in AT&T-12STATE only, CLEC may elect to lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T-12STATE install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T-12STATE Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from AT&T-12STATE in lieu of AT&T-12STATE's standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, AT&T-12STATE will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T-12STATE's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the AT&T-12STATE SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the AT&T-12STATE cross- connect, AT&T-12STATE could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, AT&T-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

- 10.2 AT&T-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T-12STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 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 AT&T-12STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If AT&T-12STATE 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, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T-12STATE places more pairs at the splice.
- 10.3.3 Although AT&T-12STATE will construct the engineering controlled splice, the ECS maybe owned by AT&T-12STATE or the CLEC (depending on the specific arrangement) at the option of AT&T-12STATE.
- 10.3.4 If more than one requesting Telecommunications Carrier 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.
- 10.3.5 AT&T-12STATE may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by AT&T-12STATE. 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. AT&T-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, AT&T-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 10.4.1 Dedicated Facility Option (DFO)
- 10.4.1.1 CLEC may request AT&T-12STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.
- 10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
- 10.4.1.3 CLECs will compensate AT&T-12STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

- 10.4.2.1 CLEC may request AT&T-12STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
- 10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-12STATE cabling.
- 10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.
- 10.4.2.4 CLECs will compensate AT&T-12STATE for the charges incurred by AT&T-12STATE derived from the CLEC's request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. ECS	Serving Area Interface or Feeder Distribution Interface
2. ECS	Terminal
3. ECS	NID

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. DS1 AND DS3 DEDICATED TRANSPORT

- 13.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-13STATE shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.
- 13.2 For purposes of this Agreement, the following definitions apply:
 - 13.2.1 "Dedicated Transport" is defined as AT&T-13STATE interoffice transmission facilities between wire centers or switches owned by AT&T-13STATE, or between wire centers or switches owned by AT&T-13STATE and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.
 - 13.2.1.1 AT&T-13STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-13STATE wire centers.
 - 13.2.2 A "route" is defined as a transmission path between one of AT&T-13STATE's wire centers or switches and another of AT&T-13STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 13.3 AT&T-13STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.
 - 13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.
 - 13.3.2 Other than as specifically set forth elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.
 - 13.3.3 AT&T-13STATE will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 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 Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport “Caps”

13.3.5.1 AT&T-13STATE is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport “Caps”

13.3.6.1 AT&T-13STATE is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-13STATE's option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE 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 AT&T-12STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by AT&T-12STATE for CLEC specific diversity, AT&T-12STATE will advise CLEC of the applicable additional charges. AT&T-12STATE will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

13.5.1 Wire Center “Tiers” -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three “tiers,” as follows:

(i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

13.5.2 DS1 Transport Declassification

13.5.2.1 Subject to the cap described in Section 13.3.6, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

13.5.3.1 Subject to the cap described in Section 13.3.5, AT&T-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.

13.5.5 Products provided by AT&T-13STATE in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.

13.6 The Parties agree that activity by AT&T-13STATE under this Section 13.5 shall not be subject to the Network Disclosure Rules.

13.7 Routine Network Modifications – Lawful UNE Dedicated Transport

13.7.1 AT&T-13STATE shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. AT&T-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

13.7.2 A routine network modification is an activity that AT&T-13STATE regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting

telecommunications carrier, and AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

- 13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-13STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE include, but are not limited to, (i) splicing and (ii) in AT&T CALIFORNIA only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNEs, AT&T-12STATE shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-13STATE is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In AT&T-12STATE, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-12STATE's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, AT&T CONNECTICUT does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, AT&T-12STATE will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as AT&T-12STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-12STATE's network, connecting AT&T-12STATE switches or wire centers within a LATA. AT&T-12STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-12STATE wire centers. AT&T-12STATE will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each AT&T-12STATE CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of AT&T-12STATE's wire centers or switches and another of AT&T-12STATE's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or

switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for AT&T-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

14.6 Determining Spare Fibers

14.6.1 AT&T-12STATE will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares

14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

14.6.1.3 AT&T-12STATE growth fibers. Fibers documented as reserved by AT&T-12STATE for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate AT&T-12STATE engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.

14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber

14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, AT&T-12STATE will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)

14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, AT&T-12STATE will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do

not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber

14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, AT&T-12STATE's right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.

14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date AT&T-12STATE provided the fiber(s), AT&T-12STATE may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-12STATE inventory.

14.8.3 AT&T-12STATE may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, AT&T-12STATE will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. AT&T-12STATE must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet AT&T-12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an AT&T-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 AT&T-12STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to the CLEC.

14.11 Dark Fiber Transport Declassification

14.11.1 AT&T-13STATE shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such AT&T-13STATE must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, AT&T-13STATE will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and at the end of the notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of AT&T-12STATE.

14.11.3 Products provided by AT&T-12STATE in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by AT&T-12STATE under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

14.12.1 AT&T-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. AT&T-12STATE shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.12.2 A routine network modification is an activity that AT&T-12STATE regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and AT&T-12STATE is not obligated to perform those activities for a requesting Telecommunications Carrier.

14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. AT&T-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 AT&T-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to AT&T-13STATE's retail customers.

14.12.5 Notwithstanding anything to the contrary herein, AT&T-13STATE's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 AT&T-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (AT&T-12STATE), and in the state specific Appendix Pricing (AT&T-12STATE) or by tariff, as such tariff may be modified from time to time (AT&T CONNECTICUT). AT&T-12STATE will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which AT&T-12STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all AT&T-12STATE's include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

15. RESERVED FOR FUTURE USE

16. 911 OR E911 DATABASE

16.1 Access to the AT&T-13STATE 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

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 AT&T-13STATE's databases and information. AT&T-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 AT&T-13STATE shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access AT&T-13STATE Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNEs in accordance with this Agreement. AT&T-13STATE shall provide Cross Connects under the following terms and conditions in this subsection. AT&T-13STATE shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect AT&T-13STATE Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between a AT&T-13STATE Lawful UNE and the point of access associated with an Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T-13STATE Lawful UNE and another AT&T-13STATE Lawful UNE where AT&T-13STATE has connected or left connected those Lawful UNEs. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNEs.
- 18.3 AT&T-12STATE will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-13STATE may elect at its own discretion. AT&T-13STATE will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, AT&T-13STATE shall not be required to provide Lawful UNEs. Collocation is available from AT&T-13STATE for obtaining access to Lawful UNEs. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T-13STATE may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNEs.
- 19.2 Subject to the terms herein, AT&T-13STATE is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. AT&T-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.
- 19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to AT&T-13STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit AT&T-13STATE to test and make adjustments appropriate for maintaining the Lawful UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any AT&T-13STATE Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T-13STATE Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, AT&T-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a AT&T-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any AT&T-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by AT&T-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly,

- when an End User is served by one CLEC using AT&T-13STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any AT&T-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T-13STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T-13STATE's network.
- 19.8.1 AT&T-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not caused by AT&T-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when AT&T-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-13STATE or in detariffed CPE provided by AT&T-13STATE, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing AT&T-13STATE access to End User's premises and AT&T-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-13STATE personnel are dispatched. Subsequently, if AT&T-13STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-13STATE performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an AT&T-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by AT&T-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T-13STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T-13STATE.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and AT&T-13STATE dispatches personnel to the End User's premises or an AT&T-13STATE Central Office and trouble was not

caused by AT&T-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

20.1 AT&T-13STATE'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). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, 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 but not limited each Party's 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, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. 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 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 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 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.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

- 1.14 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 AT&T-13STATE publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate AT&T-13STATE White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 AT&T-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and AT&T-13STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-13STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-13STATE White Pages directory and a listing in AT&T-13STATE's directory assistance database.
 - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-13STATE will assess CLEC a monthly charge for such listings at AT&T-13STATE tariff rates. An additional monthly charge at AT&T-13STATE's tariff

rate applies when CLEC wishes to list an End User in AT&T-13STATE's Directory Assistance database but does not wish to have its End User listed in AT&T-13STATE's White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in AT&T-13STATE's White Pages directory for a monthly charge at AT&T-13STATE's tariff rate for those non-published, non-listed services.

- 2.5 CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory.
- 2.6 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-13STATE via a mechanical or manual feed of the directory listing information to AT&T-13STATE'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 Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among AT&T-13STATE's subscriber listing information. CLEC shall furnish to AT&T-13STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering 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 Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
 - 2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, AT&T-8STATE shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T-8STATE any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.
 - 2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, AT&T MIDWEST REGION 5-STATE shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to AT&T MIDWEST REGION 5-STATE any necessary additions, deletions or modifications prior to the directory close date.
- 2.7 Directories
 - 2.7.1 In AT&T-8STATE, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-8STATE's White Pages directory in the same manner and at the same time that they are delivered to AT&T-8STATE's subscribers during the annual delivery of newly published directories.
 - 2.7.1.1 AT&T-7STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.
 - 2.7.1.2 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
 - 2.7.2 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
 - 2.7.3 AT&T-13STATE shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.

- 2.7.4 CLEC may arrange for additional directory distribution and other services with AT&T-13STATE's directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 AT&T-8STATE will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC 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, no less than sixty (60) days prior to the directory close date, CLEC shall provide AT&T-8STATE the information to be published on the information page according to the instructions provided on AT&T CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to AT&T-8STATE approval. In those directories in which AT&T-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 AT&T MIDWEST REGION 5-STATE shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for AT&T MIDWEST REGION 5-STATE and other LECs. AT&T MIDWEST REGION 5-STATE's directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to AT&T MIDWEST REGION 5-STATE.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than AT&T SOUTHWEST REGION 5-STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to AT&T SOUTHWEST REGION 5-STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 AT&T-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-13STATE's subscriber listing information. In exchange for AT&T-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-13STATE to include and use the CLEC subscriber listing information provided to AT&T-13STATE pursuant to this Appendix in AT&T-13STATE's White Pages directory, AT&T-13STATE's directory assistance 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-13STATE's use of CLEC's subscriber listing information in AT&T-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 AT&T-13STATE 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 Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-13STATE'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-13STATE.

4. PRICING

- 4.1 AT&T-7STATE will deliver one copy per primary End User listing of AT&T-7STATE White Pages, as described in Section 2.7 above, at no charge. AT&T-7STATE has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for AT&T CONNECTICUT White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 AT&T MIDWEST REGION 5-STATE - The rates, if any, for AT&T MIDWEST REGION 5-STATE White Page directories will be in accordance with a separate directory services agreement with AT&T MIDWEST REGION 5-STATE's directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases AT&T-13STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to AT&T-13STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend AT&T-13STATE (and/or AT&T-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and AT&T-13STATE, and/or against AT&T-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, AT&T-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse AT&T-13STATE for reasonable attorney's fees and other expenses incurred by AT&T-13STATE in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by AT&T-13STATE and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by AT&T-12STATE to participate in the Clearinghouse (CH).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.
- 1.17 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.
- 1.19 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.20 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.
- 1.22 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.
- 1.24 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.
- 1.25 In AT&T MIDWEST REGION 5-STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and AT&T MIDWEST REGION 5-STATE is facilitated via the existing LEC Settlement process in each state.
- 1.26 In AT&T-2STATE, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and AT&T-2STATE is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and AT&T CONNECTICUT, is technically infeasible in AT&T CONNECTICUT.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 AT&T SOUTHWEST REGION 5-STATE operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including AT&T SOUTHWEST REGION 5-STATE and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to AT&T SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of AT&T SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide AT&T SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to AT&T SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to AT&T SOUTHWEST REGION 5-STATE's CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to AT&T SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 AT&T SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. AT&T SOUTHWEST REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to AT&T SOUTHWEST REGION 5-STATE all CH Records required by AT&T SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. AT&T SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, AT&T SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay AT&T SOUTHWEST REGION 5-STATE a processing charge in consideration of AT&T SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including AT&T SOUTHWEST REGION 5-STATE, when AT&T SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 AT&T SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, AT&T SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T SOUTHWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T SOUTHWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold AT&T SOUTHWEST REGION 5-STATE harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of AT&T SOUTHWEST REGION 5-STATE's performance of CH processing pursuant to this Attachment.
- 9.3 AT&T SOUTHWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T SOUTHWEST REGION 5-STATE. Any losses or damage for which AT&T SOUTHWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time AT&T SOUTHWEST REGION 5-STATE receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 AT&T SOUTHWEST REGION 5-STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, AT&T SOUTHWEST REGION 5-STATE 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.

XDSL AND LINE SPLITTING APPENDIX

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XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: AT&T-12STATE will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1. **General**

1.1 **Deployment of xDSL Technologies:** AT&T-12STATE will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 AT&T-12STATE will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning AT&T-12STATE is to perform in provisioning the order.

2. **Loop Makeup Information and Ordering:** AT&T-12STATE will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T-12STATE's Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in AT&T-12STATE's databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to AT&T-12STATE's advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T-12STATE is providing to any other CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate. AT&T-12STATE's uniform GUI and application to application OSS interfaces allow CLEC, AT&T-12STATE's retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3. **Provisioning Intervals:** AT&T-12STATE's provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to AT&T-12STATE's advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): three (3) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4. **Loop Conditioning**

4.1 AT&T-12STATE will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 **Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T-12STATE interferer information on the

loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by AT&T-12STATE that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any AT&T-12STATE non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T-12STATE does not guarantee the synchronization of any loop. AT&T-12STATE In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T-12STATE LOC. AT&T-12STATE LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where AT&T-12STATE removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T-12STATE provides to its advanced services affiliate. When AT&T-12STATE determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T-12STATE, AT&T-12STATE has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by AT&T-12STATE to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by AT&T-12STATE to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.
- 4.3 **Maintenance, Repair and Testing:** AT&T-12STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).
- 4.3.1 **Maintenance Scope:** AT&T-12STATE's maintenance shall be as follows: (i) for loops 12,000 feet or less: AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that AT&T-12STATE not perform any conditioning, AT&T-12STATE maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that AT&T-12STATE perform some or all of the available conditioning, AT&T-12STATE will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. AT&T-12STATE will resolve CLEC-referred trouble tickets in parity with the repair intervals AT&T-12STATE provides its advanced services affiliate.

- 4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to AT&T-12STATE and the problem is determined by AT&T-12STATE to be in CLEC's network, data equipment or splitter, CLEC shall pay AT&T-12STATE, following AT&T-12STATE closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact AT&T-12STATE to advise that the trouble has been resolved.
- 4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.
5. **Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise AT&T-12STATE on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify AT&T-12STATE if and when a change in PSD mask is made. AT&T-12STATE shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. AT&T-12STATE shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if AT&T-12STATE and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
6. **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with AT&T-12STATE's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard AT&T-12STATE configuration cabling and wiring in AT&T-12STATE locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with AT&T-12STATE's OSS.
7. **Pricing/Rates**
- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that AT&T-12STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T-12STATE technician time involved

in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by AT&T-12STATE are performed outside of standard business hours.

8. **Definitions Applicable to this Appendix**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each AT&T-12STATE state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"AT&T-12STATE"** as used herein means the applicable AT&T-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between AT&T MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.5 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.6 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.8 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **"Centralized Message Distribution System" (CMDS)** - means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **"Direct Participants" (DP)** - the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
 - 2.2.11 South Central Bell Telephone Company
 - 2.2.12 The Ohio Bell Telephone Company d/b/a AT&T Ohio
 - 2.2.13 Michigan Bell Telephone Company d/b/a AT&T Michigan
 - 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
 - 2.2.15 Illinois Bell Telephone Company d/b/a AT&T Illinois
 - 2.2.16 Wisconsin Bell Telephone Company d/b/a AT&T Wisconsin
 - 2.2.17 Northwestern Bell Telephone Company
 - 2.2.18 Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas
 - 2.2.19 Mountain Bell Telephone Company
 - 2.2.20 Pacific Bell Telephone Company d/b/a AT&T California
 - 2.2.21 Nevada Bell Telephone Company d/b/a AT&T Nevada
 - 2.2.22 The Southern New England Telephone Company
 - 2.2.23 Cincinnati Bell Telephone Company
- 2.3 "Exchange Message Interface" (EMI) -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 "Local Exchange Carriers" (LECs) or "Exchange Carriers" (ECs) - facilities-based providers of local telecommunication services.
- 2.5 "Non-Intercompany Settlement" (NICS) is a revenue exchange process for messages which originate from CLEC and bill to AT&T MIDWEST REGION 5-STATE and message which originate from AT&T MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by AT&T MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by AT&T MIDWEST REGION 5-STATE within the same AT&T MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within AT&T ILLINOIS territory and billed to a CLEC within AT&T ILLINOIS would be covered by this section; a call originating within AT&T MICHIGAN but billing outside of AT&T MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to AT&T MIDWEST REGION 5-STATE for all qualifying messages billed by AT&T MIDWEST REGION 5-STATE.

- 5.2 AT&T MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to AT&T MIDWEST REGION 5-STATE or CLEC based on netting the amount due AT&T MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

APPENDIX-PRICING (ILLINOIS)

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APPENDIX PRICING (ILLINOIS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T ILLINOIS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that 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. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC 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 AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T ILLINOIS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T ILLINOIS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T ILLINOIS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:]

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

- 1.9 AT&T ILLINOIS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T ILLINOIS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions

set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T ILLINOIS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T ILLINOIS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T ILLINOIS' current generic contract rate for the Product or Service set forth in AT&T ILLINOIS' applicable state-specific generic pricing schedule as published on AT&T ILLINOIS' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T ILLINOIS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T ILLINOIS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T ILLINOIS' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T ILLINOIS for that Product or Service and incorporated into AT&T ILLINOIS' current state-specific generic pricing schedule as published on AT&T ILLINOIS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T ILLINOIS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T ILLINOIS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T ILLINOIS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T ILLINOIS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T ILLINOIS' right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 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 AT&T ILLINOIS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T ILLINOIS 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 Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T ILLINOIS network, without any changes to AT&T ILLINOIS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T ILLINOIS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. **BILLING**

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

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
2	NETWORK ELEMENTS					
3	Loops					
4		2-Wire Analog -Rural (Access Area C)	U2HXC	\$ 14.91		See NRC prices below
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 12.40		See NRC prices below
6		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 5.17		See NRC prices below
7		2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	\$ 12.38		See NRC prices below
8		2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	\$ 7.84		See NRC prices below
9		2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)	U2WXA	\$ 2.64		See NRC prices below
10		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$ 16.71		See NRC prices below
11		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$ 13.13		See NRC prices below
12		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$ 4.11		See NRC prices below
13		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$ 16.94		See NRC prices below
14		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$ 13.28		See NRC prices below
15		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$ 4.11		See NRC prices below
16		2-Wire EKL--Rural(Access Area C)	U2KXC	\$ 21.62		See NRC prices below
17		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$ 16.30		See NRC prices below
18		2-Wire EKL-Metro(Access Area A)	U2KXA	\$ 4.24		See NRC prices below
19		Conditioning for dB Loss		N/A		See NRC prices below
20		4-Wire Analog - Rural (Access Area C)	U4XHC	\$ 34.97		See NRC prices below
21		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 27.25		See NRC prices below
22		4-Wire Analog - Metro Access Area A)	U4HXA	\$ 8.27		See NRC prices below
23		2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 22.24		See NRC prices below
24		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 17.76		See NRC prices below
25		2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 5.44		See NRC prices below
26		DS1 Loop - Rural (Access Area C)	4U1XC	\$ 53.82		See NRC prices below
27		DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 40.49		See NRC prices below
28		DS1 Loop - Metro (Access Area A)	4U1XA	\$ 27.72		See NRC prices below
29		DS3 Loop - Rural (Access Area C)	U4D3C	\$ 528.15		See NRC prices below
30		DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 405.76		See NRC prices below
31		DS3 Loop - Metro (Access Area A)	U4D3A	\$ 335.73		See NRC prices below
32	DSL Capable Loops					
33	2-Wire xDSL Loop					
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.81		See NRC prices below
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.57		See NRC prices below
36		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 5.09		See NRC prices below
37						
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.81		See NRC prices below
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.57		See NRC prices below
40		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 5.09		See NRC prices below
41						
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.81		See NRC prices below
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.57		See NRC prices below
44		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 5.09		See NRC prices below
45						
46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.81		See NRC prices below
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.57		See NRC prices below
48		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 5.09		See NRC prices below
49						
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.81		See NRC prices below
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.57		See NRC prices below
52		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 5.09		See NRC prices below
53						
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.81		See NRC prices below
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.57		See NRC prices below
56		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 5.09		See NRC prices below
57	4-Wire xDSL Loop					
58		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 33.59		See NRC prices below
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.93		See NRC prices below
60		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 7.93		See NRC prices below
61	IDSL Capable Loop					
62		IDSL Loop Access Area C - Rural	UY5FC	\$ 22.24		See NRC prices below
63		IDSL Loop Access Area B - Suburban	UY5FB	\$ 17.76		See NRC prices below
64		IDSL Loop Access Area A - Metro	UY5FA	\$ 5.44		See NRC prices below
65						
66		LST				
67		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 237.74	
68		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 221.31	
69	Loop Qualification Process					
70		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
71		Loop Qualification Process - Manual per minute	NRBXU	N/A	\$0.00	N/A
72						
73	DSL Conditioning Options					
74	DSL Conditioning Options - >12KFT and < 17.5KFT					
75	**	Removal of Repeater Options - per element	NRBVX	N/A	\$21.49	N/A
76	**	Removal Excessive Bridged Tap Option - per element	NRBXW	N/A	\$14.00	N/A
77	**	Removal of Load Coil - per element	NRBZX	N/A	\$14.08	N/A
78	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element					
79	**	Removal of Repeater Options - per element	NRBNL	N/A	\$21.49	N/A

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
80	**	Removal Excessive Bridged Tap Option - per element	NRBNK	N/A	\$14.00	N/A
81	**	Removal of Load Coil - per element	NRBNJ	N/A	\$14.08	N/A
82						
83		Remove All or NON-Excessive Bridged Tap (RABT) - MMP				
84		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRM RJ	None	\$286.75	N/A
85		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRM RP	None	\$742.35	N/A
86		incremental	NRM RS	None	\$286.75	N/A
87		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRM RM	None	\$286.75	N/A
88						
89						
90		Loop Non-Recurring Charges				
91		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				
92		Service Order - Initial (Connect) /2/	SEPUP	NA	\$ 6.76	NA
93	*	Service Order - (Disconnect) /2/	NKCG6	NA	\$ 6.36	NA
94	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	NA	\$6.76	NA
95	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	NA	\$5.78	NA
96		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				
97		Line Connection (Initial) /2/	SEPUC	NA	\$49.00	NA
98		Line Connection (Additional) /2/	1CRG7	NA	\$33.92	NA
99		Line Connection (Disconnect-Initial) /2/	NKCG7	NA	\$9.50	NA
100		Line Connection (Disconnect-Additional) /2/	NKCG5	NA	\$7.03	NA
101	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/		NA		
102		Service Ordering -(DS1) - Administrative Charge (Connect) /2/	NR90R	NA	\$10.64	NA
103		Service Ordering -(DS1) - Administrative Charge (Disconnect) /2/	NR90T	NA	\$8.60	NA
104		Service Provisioning (DS1) (Connect + Disconnect) /1/				
105		Connection Initial	1CRG1	NA	\$200.75	NA
106		Connection Additional	1CRG2	NA	\$100.57	NA
107		Disconnection Initial	NKCG1	NA	\$7.49	NA
108		Disconnection Additional	NKCG2	NA	\$5.83	NA
109		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)				
110		Connection Initial	NR90Y	NA	\$ 10.64	NA
111		Connection Additional	NR90Z	NA	\$ 8.60	NA
112		Service Provisioning DS3 (Connect + Disconnect)				
113		Connection Initial	1CRG3	NA	\$84.49	NA
114		Connection Additional	1CRG4	NA	\$28.79	NA
115		Disconnection Initial	NKCG3	NA	\$7.68	NA
116		Disconnection Additional	NKCG4	NA	\$6.02	NA
117						
118		SUB-LOOPS				
119		ECS to SAI sub-loop				
120		2 Wire Analog - area A	PENDING	\$ 0.99		See NRC prices below
121		2 Wire Analog - area B	PENDING	\$ 1.64		See NRC prices below
122		2 Wire Analog - area C	PENDING	\$ 1.70		See NRC prices below
123		4 Wire Analog - area A	PENDING	\$ 2.00		See NRC prices below
124		4 Wire Analog - area B	PENDING	\$ 3.34		See NRC prices below
125		4 Wire Analog - area C	PENDING	\$ 3.35		See NRC prices below
126		2 Wire DSL - area A	PENDING	\$ 0.99		See NRC prices below
127		2 Wire DSL - area B	PENDING	\$ 1.64		See NRC prices below
128		2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below
129		4 Wire DSL - area A	PENDING	\$ 2.00		See NRC prices below
130		4 Wire DSL - area B	PENDING	\$ 3.34		See NRC prices below
131		4 Wire DSL - area C	PENDING	\$ 3.35		See NRC prices below
132		ECS to Terminal sub-loop				
133		2 Wire Analog - area A	PENDING	\$ 0.98		See NRC prices below
134		2 Wire Analog - area B	PENDING	\$ 5.93		See NRC prices below
135		2 Wire Analog - area C	PENDING	\$ 10.38		See NRC prices below
136		4 Wire Analog - area A	PENDING	\$ 2.03		See NRC prices below
137		4 Wire Analog - area B	PENDING	\$ 11.88		See NRC prices below
138		4 Wire Analog - area C	PENDING	\$ 20.70		See NRC prices below
139		2 Wire DSL - area A	PENDING	\$ 0.98		See NRC prices below
140		2 Wire DSL - area B	PENDING	\$ 5.93		See NRC prices below
141		2 Wire DSL - area C	PENDING	\$ 10.38		See NRC prices below
142		4 Wire DSL - area A	PENDING	\$ 2.03		See NRC prices below
143		4 Wire DSL - area B	PENDING	\$ 11.88		See NRC prices below
144		4 Wire DSL - area C	PENDING	\$ 20.70		See NRC prices below
145		ECS to NID sub-loop				
146		2 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below
147		2 Wire Analog - area B	PENDING	\$ 7.36		See NRC prices below
148		2 Wire Analog - area C	PENDING	\$ 11.84		See NRC prices below
149		4 Wire Analog - area A	PENDING	\$ 4.36		See NRC prices below
150		4 Wire Analog - area B	PENDING	\$ 14.74		See NRC prices below
151		4 Wire Analog - area C	PENDING	\$ 23.64		See NRC prices below
152		2 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below
153		2 Wire DSL - area B	PENDING	\$ 7.36		See NRC prices below
154		2 Wire DSL - area C	PENDING	\$ 11.84		See NRC prices below
155		4 Wire DSL - area A	PENDING	\$ 4.36		See NRC prices below
156		4 Wire DSL - area B	PENDING	\$ 14.74		See NRC prices below
157		4 Wire DSL - area C	PENDING	\$ 23.64		See NRC prices below
158		SAI to Terminal sub-loop				
159	*	2 Wire Analog - area A	PENDING	\$ 1.28		See NRC prices below

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring
160	*	2 Wire Analog - area B	PENDING	\$ 3.50	See NRC prices below
161	*	2 Wire Analog - area C	PENDING	\$ 5.65	See NRC prices below
162	*	4 Wire Analog - area A	PENDING	\$ 1.43	See NRC prices below
163	*	4 Wire Analog - area B	PENDING	\$ 5.90	See NRC prices below
164	*	4 Wire Analog - area C	PENDING	\$ 9.34	See NRC prices below
165	*	2 Wire DSL - area A	PENDING	\$ 1.14	See NRC prices below
166	*	2 Wire DSL - area B	PENDING	\$ 3.12	See NRC prices below
167	*	2 Wire DSL - area C	PENDING	\$ 5.65	See NRC prices below
168	*	4 Wire DSL - area A	PENDING	\$ 1.43	See NRC prices below
169	*	4 Wire DSL - area B	PENDING	\$ 5.90	See NRC prices below
170	*	4 Wire DSL - area C	PENDING	\$ 9.34	See NRC prices below
171		SAI to NID sub-loop			
172	*	2 Wire Analog - area A	PENDING	\$ 1.67	See NRC prices below
173	*	2 Wire Analog - area B	PENDING	\$ 4.67	See NRC prices below
174	*	2 Wire Analog - area C	PENDING	\$ 7.66	See NRC prices below
175	*	4 Wire Analog - area A	PENDING	\$ 2.14	See NRC prices below
176	*	4 Wire Analog - area B	PENDING	\$ 8.81	See NRC prices below
177	*	4 Wire Analog - area C	PENDING	\$ 13.94	See NRC prices below
178	*	2 Wire DSL - area A	PENDING	\$ 1.38	See NRC prices below
179	*	2 Wire DSL - area B	PENDING	\$ 3.61	See NRC prices below
180	*	2 Wire DSL - area C	PENDING	\$ 7.66	See NRC prices below
181	*	4 Wire DSL - area A	PENDING	\$ 2.14	See NRC prices below
182	*	4 Wire DSL - area B	PENDING	\$ 8.63	See NRC prices below
183	*	4 Wire DSL - area C	PENDING	\$ 13.94	See NRC prices below
184		Terminal to NID sub-loop			
185	*	2 Wire Analog - area A	PENDING	\$ 0.42	See NRC prices below
186	*	2 Wire Analog - area B	PENDING	\$ 1.01	See NRC prices below
187	*	2 Wire Analog - area C	PENDING	\$ 1.10	See NRC prices below
188	*	4 Wire Analog - area A	PENDING	\$ 0.62	See NRC prices below
189	*	4 Wire Analog - area B	PENDING	\$ 2.21	See NRC prices below
190	*	4 Wire Analog - area C	PENDING	\$ 2.42	See NRC prices below
191	*	2 Wire DSL - area A	PENDING	\$ 0.35	See NRC prices below
192	*	2 Wire DSL - area B	PENDING	\$ 0.78	See NRC prices below
193	*	2 Wire DSL - area C	PENDING	\$ 0.97	See NRC prices below
194	*	4 Wire DSL - area A	PENDING	\$ 0.56	See NRC prices below
195	*	4 Wire DSL - area B	PENDING	\$ 1.89	See NRC prices below
196	*	4 Wire DSL - area C	PENDING	\$ 2.24	See NRC prices below
197		NID sub-loop element			
198		2 Wire Analog - area A	PENDING	\$ 0.19	See NRC prices below
199		2 Wire Analog - area B	PENDING	\$ 0.24	See NRC prices below
200		2 Wire Analog - area C	PENDING	\$ 0.20	See NRC prices below
201		4 Wire Analog - area A	PENDING	\$ 0.42	See NRC prices below
202		4 Wire Analog - area B	PENDING	\$ 0.50	See NRC prices below
203		4 Wire Analog - area C	PENDING	\$ 0.42	See NRC prices below
204		2 Wire DSL - area A	PENDING	\$ 0.19	See NRC prices below
205		2 Wire DSL - area B	PENDING	\$ 0.24	See NRC prices below
206		2 Wire DSL - area C	PENDING	\$ 0.20	See NRC prices below
207		4 Wire DSL - area A	PENDING	\$ 0.42	See NRC prices below
208		4 Wire DSL - area B	PENDING	\$ 0.50	See NRC prices below
209		4 Wire DSL - area C	PENDING	\$ 0.42	See NRC prices below
210		2 Wire ISDN Compatible - area A	PENDING	\$ 0.19	See NRC prices below
211		2 Wire ISDN Compatible - area B	PENDING	\$ 0.24	See NRC prices below
212		2 Wire ISDN Compatible - area C	PENDING	\$ 0.20	See NRC prices below
213		4 Wire DS1 Compatible - area A	PENDING	TBD	See NRC prices below
214		4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
215		4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
216					
217		Sub-Loop Non-Recurring Charges			
218	*	2-Wire Analog Sub-Loop	PENDING		\$ 220.28
219	*	4-Wire Analog Sub-Loop	PENDING		\$ 239.27
220	*	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 220.28
221	*	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 279.25
222	*	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 305.92
223	*	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		\$ 513.73
224					
225		Service Order Charge			
226	*	Establish, per occasion	PENDING		\$ 13.17
227	*	Add or change, per occasion	PENDING		\$ 13.17
228		Line Connection Charge			
229	*	per occasion	PENDING		\$ 25.08
230					
231					
232		Cross Connects			
233		2-Wire	CXCT2	\$ 0.14	NA NA
234		DS3/LT1	CXCDX	\$ 0.43	NA NA
235		DS3/LT3	CXC8X	\$ 0.76	NA NA
236		DS3 Loop Cross-Connect to Collocation	CXC8X	\$ 33.14	NA NA
237					

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring	
238		Interoffice Transport:					
239	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$	17.35		NA
240		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$	1.88		NA
241	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$	146.93		NA
242		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$	29.81		NA

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
243		Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	\$ 146.93	NA	NA
244		Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	\$ 29.81	NA	NA
245						
246		Multiplexing				
247		DS1 to Voice Grade	QMVXA-XC	\$ 275.34	NA	NA
248		DS3 to DS1	QM3XA-XC	\$ 404.30	NA	NA
249						
250		Dedicated Transport Cross Connects				
251		DS1	CXCDX	0.43	NA	NA
252		DS3	CXCEX	\$ 0.76	NA	NA
253						
254		Dedicated Transport Optional Features & Functions				
255	*	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		\$ 443.18	NA
256						
257		Dedicated Transport Installation & Rearrangement Charges				
258	*	DS1 Administration Charge - Per Order	ORCMX	NA	\$ 406.61	NA
259	*	Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 632.71	NA
260	*	Carrier Connection Charge - Per Order	NRBBL	NA	\$ 585.51	NA
261	*	DS3 Administration Charge - Per Order	ORCMX	NA	\$ 308.22	NA
262	*	Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$ 671.16	NA
263	*	Carrier Connection Charge - Per Order	NRBDT	NA	\$ 377.25	NA
264						
265		Enhanced Extended Loop (EEL) Service Order per LSR				
266		Analog Loop Service Order Charge, per ASR or LSR				
267		Electronic Establish (Connection + Disconnection) /1/				NA
268		Connection	NKCAR	NA	\$ 10.48	NA
269		Disconnection /2/	NKCAS	NA	\$ 8.63	NA
270		Electronic Subsequent	NKCAT		\$ 10.04	NA
271		Manual Establish (Connection + Disconnection) /1/				NA
272		Connection	NKCAU	NA	\$ 63.12	NA
273		Disconnection	NKCAV	NA	\$ 42.47	NA
274		Manual Subsequent	NKCAW	NA	\$ 59.18	NA
275						
276		2-Wire Digital Loop Service Order Charge				
277		Electronic Establish (Connection + Disconnection) /1/				NA
278		Connection	NKCAR	NA	\$ 10.48	NA
279		Disconnection	NKCAS	NA	\$ 8.63	NA
280		Electronic Subsequent	NKCAT	NA	\$ 10.04	NA
281		Manual Establish (Connection + Disconnection) /1/				NA
282		Connection	NKCAU	NA	\$ 63.12	NA
283		Disconnection	NKCAV	NA	\$ 42.47	NA
284		Manual Subsequent	NKCAW	NA	\$ 59.18	NA
285		DS1 Loop Service Order Charge Per LSR or ASR				
286		Electronic Establish (Connection + Disconnection)				
287		Connection	NKCAZ	NA	\$ 11.14	
288		Disconnection	NKCB1	NA	\$ 8.63	
289		Electronic Subsequent	NKCB2	NA	\$ 10.04	
290		Manual Establish (Connection + Disconnection)				
291		Connection	NKCB3	NA	\$ 69.74	
292		Disconnection			\$ 42.47	
293		Manual Subsequent			\$ 59.18	
294		DS1 Transport Service Order Charge Per LSR or ASR				
295		Electronic Establish (Connection + Disconnection)				
296		Connection	PENDING	NA	\$ 11.44	
297		Disconnection	PENDING	NA	\$ 8.63	
298		Manual Establish (Connection + Disconnection)				
299		Connection	PENDING	NA	\$ 72.70	
300		Disconnection	PENDING	NA	\$ 42.47	
301		DS3 Transport Service Order Charge Per LSR or ASR				
302		Electronic Establish (Connection + Disconnection)				
303		Connection	PENDING	NA	\$ 11.44	
304		Disconnection	PENDING	NA	\$ 8.63	
305		Manual Establish (Connection + Disconnection)				
306		Connection	PENDING	NA	\$ 72.70	
307		Disconnection	PENDING	NA	\$ 42.47	
308		Central Office DS1 to Voice Mux Service Order				
309		Electronic Establish (Connection + Disconnection)				
310		Connection	PENDING	NA	\$ 11.44	
311		Disconnection	PENDING	NA	\$ 8.63	
312		Manual Establish (Connection + Disconnection)				
313		Connection	PENDING	NA	\$ 72.70	
314		Disconnection	PENDING	NA	\$ 42.47	
315		Non-Channelized DS1 EEL Service Order				
316		Electronic Establish (Connection + Disconnection)				
317		Connection	NKCB4	NA	\$ 11.14	
318		Disconnection	NKCB5	NA	\$ 8.63	
319		Manual Establish (Connection + Disconnection)				
320		Connection	NKCB6	NA	\$ 69.74	

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring
321		Disconnection	NKCB7	NA		\$ 42.47

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring
322		Provisioning			
323		2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/			
324		Connection	NKCB8	NA	\$ 49.44
325		Disconnection	NKCB9	NA	\$ 9.50
326		2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/			
327		Connection	NKCB A	NA	\$ 33.86
328		Disconnection	NKCB B	NA	\$ 7.03
329		4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/			
330		Connection	NKCB C	NA	\$ 49.44
331		Disconnection	NKCB D	NA	\$ 9.50
332		4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/			
333		Connection	NKCB E	NA	\$ 33.86
334		Disconnection	NKCB F	NA	\$ 7.03
335		2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/			
336		Connection	NKCB G	NA	\$ 65.76
337		Disconnection	NKCB H	NA	\$ 9.50
338		2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/			
339		Connection	NKCB J	NA	\$ 30.46
340		Disconnection	NKCB K	NA	\$ 7.03
341		4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)			
342		Connection	NKCB L		\$ 248.22
343		Disconnection	NKCB M		\$ 11.97
344		4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)			
345		Connection	NKCB N		\$ 135.15
346		Disconnection	NKCB O		\$ 8.25
347		Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)			
348		Connection	PENDING		\$ 66.78
349		Disconnection	PENDING		\$ 7.92
350		Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)			
351		Connection	PENDING		\$ 36.59
352		Disconnection	PENDING		\$ 4.20
353		DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)			
354		Connection	PENDING		\$ 95.69
355		Disconnection	PENDING		\$ 12.35
356		DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)			
357		Connection	PENDING		\$ 61.65
358		Disconnection	PENDING		\$ 8.64
359		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)			
360		Connection	NKCB T		\$ 356.20
361		Disconnection	NKCB U		\$ 17.20
362		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)			
363		Connection	NKCB V		\$ 146.40
364		Disconnection	NKCB W		\$ 12.13
365		DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)			
366		Connection	PENDING		\$ 139.71
367		Disconnection	PENDING		\$ 17.20
368		DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)			
369		Connection	PENDING		\$ 48.78
370		Disconnection	PENDING		\$ 12.13
371		Clear Channel Capability, Initial, Install	NKCC 6		\$ 70.32
372		Clear Channel Capability, Additional, Install	PENDING		\$ 8.87
373		Clear Channel Capability, Additional, Disconnect	NKCC 7		\$ 8.87
374					
375		Special Access to UNE Conversion			
376		Channelized Facility (DS1 or DS3) Term. to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage			
377		Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCC 9	NA	NA
378		Channelized Facility from Cage, DS3, Design and Coordination Charge	NKCC A	NA	NA
379		Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage			
380		Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	NKCC B	NA	NA
381		Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCC C	NA	NA
382		Non-Channelized Facility from Cage, DS3, Design and Coordination Charge	NKCC D	NA	NA
383		Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DS0 or DS1) Terminating to Collo			
384		Channelized Facility from POP, DS1, Design and Coordination Charge	NKCC E	NA	NA
385		Channelized Facility from POP, DS3, Design and Coordination Charge	NKCC F	NA	NA
386		Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	NA	
387		Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage			
388		Non-Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	NA	NA
389		Non-Channelized Facility from OPO, DSO, Design and coordination Charge	NKCC G	NA	NA
390		Non-Channelized Facility from POP, DS1, Design and Coordination Charge	NKCC H	NA	NA
391		Non-Channelized Facility from POP, DS3, Design and Coordination Charge	NKCC J	NA	NA
392		Private Line to UNE Conversion	PENDING	NA	\$ 25.57
393		AC2U Project Administrative Activity Per Service Circuit	NKCC 8		\$ 21.23
394					

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
395		Dark Fiber				
396		Dark Fiber Interoffice				
397	*	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$16.24	NA	NA
398		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00179	NA	NA
399		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.43	NA	NA
400		Inquiry (Per Request)				
401	*	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$325.28	NA
402		FIRM ORDER (Per Fiber Strand)				
403	*	Administrative per Order	NRB51	NA	\$28.63	NA
404	*	Dark Fiber Interoffice Transport - NRC	NRB54	NA	\$612.88	NA
405						
406		Routine Modifications				
407		Routine Modifications to Existing Facilities Charge	PENDING	NA	ICB	NA
408						
409						
410		LNP				
411		***Local Number Portability	NSR	\$0	N/A	
412		***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing				
413		effective October 1, 2004.				
414						
415		Maintenance of Service	VRP	NA	\$71.00	
416						
417		OTHER				
418		Directory Assistance				
419						
420		Directory Assistance				
421		Directory Assistance, per call	OPEN	\$ 0.40	NA	
422		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA	
423		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA	
424		Business Category Search (BCS) / where applicable, per call	OPEN	\$ 0.65	NA	
425		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA	
426						
427		OS/DA Automated Call Greeting and Reference / Rates				
428		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	\$ 1,800.00	
429		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A	
430		Branding - Facility Based - Initial/Subsequent Load				
431		- Branding, per trunk group	OPEN	N/A	\$ 800.00	
432		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	
433		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00	
434						
435		Operator Services				
436		Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A	
437		Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV]				
438		and Busy Line Verification / Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A	
439						
440		DA Listing License				
441		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
442		- per listing for initial load	OPEN	NA	\$ 0.040	NA
443		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
444		Option #2 Full File (all states inclusive) Billable Release				
445		- per listing for initial load	OPEN	NA	\$ 0.020	NA
446		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
447		- per usage/query	OPEN	NA	\$ 0.020	NA
448		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
449		- per listing for initial load	OPEN	NA	\$ 0.050	NA
450		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
451		Option #4 Pick & Choose (by state) Billable Release				
452		- per listing for initial load	OPEN	NA	\$ 0.020	NA
453		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
454		- per usage/query	OPEN	NA	\$ 0.020	NA
455						
456		Resale				
457		DIRECTORY ASSISTANCE / OPERATOR SERVICES				
458		Local Directory Assistance	RESALE	21.46%	N/A	
459		Local Operator Assistance Services	RESALE	21.46%	N/A	
460						
461		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	NA	
462		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	NA	
463		Business Category Search (BCS) / where applicable, per call	OPEN	\$ 0.65	NA	
464		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	NA	
465						
466		OS/DA Automated Call Greeting and Reference / Rates				
467		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	\$ 1,800.00	
468		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A	
469		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	
470		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00	
471						
472		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring	
473						

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring	Non-Recurring
474		Structure Access - Poles & Ducts		Annually	
475		Poles (\$/Attachment/yr.)*##			
476		Per Pole Attachment*	OPEN	\$ 2.46	NA NA
477		Per Foot of innderduct##	OPEN	\$ 0.49	NA NA
478		Application fee	OPEN		\$ 200.00
479		Unauthorized Attachment Fee	OPEN		\$500.00 per pole
480		Unauthorized Occupancy6 Fee	OPEN		\$50.00 per Conduit Foot
481		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional			
482		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
483		## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,			
484		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
485		New rates will be communicated to CLEC no later than November 1st for the succeeding year			
486					
487		Emergency Number Service Access			
488		911 Selective Router Interconnection			
489		- Digital DS1 Interface		198.11	\$ 706.64
490		-Each DSO installed	USAGE	\$ -	\$ 507.00
491		-Analog Channel Interface	EVG9X	\$ 19.99	\$ 610.45
492		ANI/ALI/SR and Database Management			
493		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.53	\$ 713.33
494		Access Routing File (CD-ROM)	USAGE	\$ 25.95	
495		911 Selective Router Switch Administration			
496		-Per Selective Router	USAGE	\$ 91.49	\$ 5,557.82
497					
498		INTERCARRIER COMPENSATION			
499		End Office Local Termination			
500		Set up charge, per call	USAGE	0.009512	
501		Duration charge, per MOU	USAGE	0.000967	
502		Tandem Switching			
503		Set up charge, per call	USAGE	0.000496	
504		Duration charge, per MOU	USAGE	0.000927	
505		Tandem Transport Termination, per MOU	USAGE	0.000201	
506		Tandem Transport Facility per MOU, per Mile	USAGE	0.000013	
507		Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$0.0007	
508					
509	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/			
510	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.			
511	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.			
512					
513	**	These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin the later of February 6, 2003, the date of the Order, or the effective date of these interim rates as to a CLEC for any loop conditioning addressed above that a CLEC orders on an xDSL subloop at the rates set forth herein. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, AT&T Illinois shall perform the appropriate true-up calculation and issue adjustments, to the extent applicable. The backbilling limitations applicable to amounts billed under this Agreement will not apply. These loop conditioning rates are not interim or subject to true-up as to stand-alone xDSL loops, but rather, constitute the non-interim loop conditioning rates previously established by the ICC for stand-alone, copper xDSL loops.			
514					
514		RESALE			
515		See the "Illinois Resale Pricing" schedule			
516		Line Connection Charge			
517		Residence	RESALE		..C.C. No. 20 Tariff Part 22
518		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22
519		Service Order/Service Request Charge			
520		Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22
521		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22
522		Non-Electronic (Manual) Service Order Charge			
523		Residence	RESALE		See ILL.C.C. No. 20 Tariff Part 22
524		Business	RESALE		See ILL.C.C. No. 20 Tariff Part 22
525					

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
2	REAL ESTATE				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
6	COMMON SYSTEMS				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
8	PLANNING				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
10	Planning	Per Request	NRFCB		\$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
14	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00
15	POWER PROVISIONING				
16	Power Panel:				
17	50 Amp	Per Power Panel (CLEC Provided)	NONE		
18	200 Amp	Per Power Panel (CLEC Provided)	NONE		
19	Power Cable and Infrastructure:				
20	Power Cable Rack	Per Four Power Cables or Quad	NONE		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
27	Equipment Grounding:				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
29	DC POWER AMPERAGE CHARGE				
30	Per Amp	Per Amp	C1FWA	\$9.80	
31	FIBER CABLE PLACEMENT				
32	Central Office:				
33	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
34	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
35	MISCELLANEOUS & OPTIONAL COST:				
36	MISCELLANEOUS COSTS				
37	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
38	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
39	Space Availability Report	Per Premise	NRFCQ		\$168.04
40	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
41	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
42	CAGE COMMON COSTS				
43	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
44	INTERCONNECTION COSTS:				
45	ILEC TO CLEC CONNECTION				
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.58	\$698.82
53	CLEC TO CLEC CONNECTION				
54	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
55	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
56	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
57	Route Design		NRFCX		\$424.88
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
59	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
60	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
61	TIME SENSITIVE ACTIVITIES				
62	PRE-VISITS				
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
64	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
65	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
66	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
67	CONSTRUCTION VISITS				
68	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
70					

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
71	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
72	REAL ESTATE				
73	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
74	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
75	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	
76	COMMON SYSTEMS				
77	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
78	PLANNING				
79	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
80	Planning	Per Request	NRFCF		\$5,244.43
81	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
82	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
83	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
84	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
85	POWER PROVISIONING				
86	Power Panel:				
87	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
88	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
89	Power Cable and Infrastructure:				
90	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
91	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
92	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
93	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
94	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
95	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
96	Equipment Grounding:				
97	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
98	DC POWER AMPERAGE CHARGE				
99	Per Amp	Per Amp	C1FWA	\$9.80	
100	FIBER CABLE PLACEMENT				
101	Central Office:				
102	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
104	MISCELLANEOUS & OPTIONAL COST:				
105	MISCELLANEOUS COSTS				
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
107	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
108	Space Availability Report	Per Premise	NRFCQ		\$168.04
109	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
111	CAGE COMMON COSTS				
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
113	INTERCONNECTION COSTS:				
114	ILEC TO CLEC CONNECTION				
115	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
116	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
117	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
118	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
119	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
120	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
122	CLEC TO CLEC CONNECTION				
123	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
124	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
125	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
126	Route Design		NRFCX		\$424.88
127	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
128	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
129	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
130	TIME SENSITIVE ACTIVITIES				
131	PRE-VISITS				
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
133	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
134	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
136	CONSTRUCTION VISITS				
137	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
139					
140	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
141	REAL ESTATE				
142	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
143	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
144	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
145	COMMON SYSTEMS				
146	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
147	PLANNING				
148	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
149	Planning	Per Request	NRFCJ		\$4,601.93
150	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
151	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
152	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
153	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
154	POWER PROVISIONING				
155	Power Panel:				
156	50 Amp	Per Power Panel (CLEC Provided)	NONE		
157	200 Amp	Per Power Panel (CLEC Provided)	NONE		
158	Power Cable and Infrastructure:				
159	Power Cable Rack	Per Four Power Cables or Quad	NONE		
160	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
161	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
162	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
163	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
166	Equipment Grounding:				
167	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
168	DC POWER AMPERAGE CHARGE				
169	Per Amp	Per Amp	C1FWA	\$9.80	
170	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
171	FIBER CABLE PLACEMENT				
172	Central Office:				
173	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
174	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
175	CEV, HUT & Cabinets:				
176	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
177	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
178	MISCELLANEOUS & OPTIONAL COST:				
179	MISCELLANEOUS COSTS				
180	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
181	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
182	Space Availability Report	Per Premise	NRFCQ		\$168.04
183	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
184	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
185	CAGELESS / POT BAY OPTIONS				
186	Standard Equipment Bay	Each (CLEC Provided)	NONE		
187	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
188	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
189	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
190	DDP-1 Panel	Each (CLEC Provided)	NONE		
191	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
192	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
193	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
194	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
195	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
196	CEV, HUT, CABINET				
197	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
198	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
199	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
200	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
201	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
202	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
203	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
204	INTERCONNECTION COSTS:				
205	ILEC TO CLEC CONNECTION				
206	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
207	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVW	\$3.86	\$156.02
208	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
209	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
210	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
211	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
212	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
213	CLEC TO CLEC CONNECTION				
214	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
215	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
216	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
217	Route Design		NRFCX		\$424.88
218	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
219	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
220	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
221	PROJECT MANAGEMENT				
222	CEV, HUT & CABINET				
223	Project Coordination	Per CLEC Application	NRFC		\$631.17
224	TIME SENSITIVE ACTIVITIES				
225	PRE-VISITS				
226	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
227	Comm. Tech - Craft	Per 1/4 Hour	NRFC		\$19.60
228	CO Manager - 1st Level	Per 1/4 Hour	NRFC		\$19.72
229	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
230	CONSTRUCTION VISITS				
231	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
232	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
233					
234	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
235	REAL ESTATE				
236	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
237	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
238	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
239	COMMON SYSTEMS				
240	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
241	PLANNING				
242	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
243	Planning	Per Request	NRFCJ		\$4,601.93
244	Planning - Subsequent Inter. Cabling	Per Request	NRFC		\$2,267.04
245	Planning - Subsequent Power Cabling	Per Request	NRFC		\$2,306.10
246	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
247	Planning - Non-Standard	Per Request	NRFC		\$1,436.00
248	POWER PROVISIONING				
249	Power Panel:				
250	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
251	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
252	Power Cable and Infrastructure:				
253	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
255	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
256	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
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	Per Amp	Per Amp	C1FWA	\$9.80	
263	DC POWER AMPERAGE CHARGE				
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	Based on two (2) leads per circuit	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
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	

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
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	NRFCY		\$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	NRFCS		\$19.60
320	CO Manager - 1st Level	Per 1/4 Hour	NRFCV		\$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					
326	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
327	CAGED COMMON				
328	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	NRFCF		\$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	NRFCF		\$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	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
347	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
348	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
349	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
350	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
351	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
352	Equipment Grounding:				
353	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
354	DC POWER AMPERAGE CHARGE				
355	Per Amp	Per Amp	C1FWA	\$9.80	
356	FIBER CABLE PLACEMENT				
357	Central Office:				
358	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
359	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
360	MISCELLANEOUS & OPTIONAL COST:				
361	MISCELLANEOUS COSTS				
362	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
363	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
364	Space Availability Report	Per Premise	NRFCQ		\$168.04
365	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
366	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
367	CAGE COMMON COSTS				
368	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
369	INTERCONNECTION COSTS:				
370	ILEC TO CLEC CONNECTION				
371	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
372	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
373	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
374	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
375	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
376	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
377	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
378					
379	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
380	CAGED COMMON REAL ESTATE				
381	Site Conditioning	Per Bay	S8GCL		\$92.81
382	Safety & Security	Per Frame	S8GCN		\$195.57
383	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
384	COMMON SYSTEMS				
385	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
386	PLANNING				
387	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
388	Planning	Per Request	NRFCJ		\$4,601.93
389	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
390	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
391	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
392	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
393	POWER PROVISIONING				
394	Power Panel:				
395	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
396	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
397	Power Cable and Infrastructure:				
398	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
399	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
400	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
401	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
402	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
403	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
404	Equipment Grounding:				
405	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
406	DC POWER AMPERAGE CHARGE				
407	Per Amp	Per Amp	C1FWA	\$9.80	
408	FIBER CABLE PLACEMENT				
409	Central Office:				
410	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
411	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
412	MISCELLANEOUS & OPTIONAL COST:				
413	MISCELLANEOUS COSTS				
414	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
415	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
416	Space Availability Report	Per Premise	NRFCQ		\$168.04
417	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
418	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
419	CAGE COMMON COSTS				
420	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
421	INTERCONNECTION COSTS:				
422	ILEC TO CLEC CONNECTION				
423	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
424	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
425	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
426	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
427	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58
428	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
429	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
430					
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
432	VIRTUAL REAL ESTATE				
433	Site Conditioning	Per Frame	S8FX5		\$92.81
434	Safety & Security	Per Frame	S8FX6		\$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	NRM99		\$5,555.76
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
444	POWER PROVISIONING				
445	Power Cable and Infrastructure:				
446	Power Cable Rack	Per Four Power Cables or Quad	NONE		
447	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
448	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
449	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
450	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
451	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
452	Equipment Grounding:				
453	Ground Cable Placement	Per Frame	S8F69	\$0.36	
454	DC POWER AMPERAGE CHARGE				
455	Per Amp	Per Amp	C1FWA	\$9.80	
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	Based on two (2) leads per circuit	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	NRFCX		\$631.17
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 Minimum - 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 Minimum - 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 Minimum - 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

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
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	AT&T-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	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
536	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
537	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
538	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
539	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
540	Equipment Grounding:				
541	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
542	DC POWER AMPERAGE CHARGE				
543	Per Amp	Per Amp	C1FWA	\$9.80	
544	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
545	FIBER CABLE PLACEMENT				
546	Central Office:				
547	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
548	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
549	CEV, HUT & Cabinets:				
550	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
551	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
552	MISCELLANEOUS & OPTIONAL COST:				
553	MISCELLANEOUS COSTS				
554	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
555	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
556	VIRTUAL FRAME OPTIONS				
557	Standard Equipment Bay	Each	S8FX2	\$22.19	
558	CEV, HUT, CABINET				
559	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
560	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
561	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
562	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
563	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
564	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
565	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
566	INTERCONNECTION COSTS:				
567	ILEC TO CLEC CONNECTION				
568	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
569	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
570	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
571	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
572	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
573	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
574	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
575	VIRTUAL TO VIRTUAL CONNECTION				
576	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
577	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
578	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
579	Route Design		NRML9		\$463.36
580	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
581	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
582	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
583	PROJECT MANAGEMENT				
584	CEV, HUT & CABINET				
585	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
586	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
587	CENTRAL OFFICE TYPE				
588	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
589	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
590	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
591	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
592	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
593	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
594	CEV, HUT & CABINET				
595	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
596	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
597	ADDITIONAL LABOR ELEMENTS				
598	TRAINING				
599	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
600	CO Manager	Per 1/2 Hour	NRME9		\$39.45
601	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
602	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
603	EQUIPMENT EVALUATION COST				
604	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
605	TEST AND ACCEPTANCE				
606	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
607					
608	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
609	PLANNING				
610	Planning - Initial	Per Request	NRFA1		\$9,268.73
611	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
612	REAL ESTATE				
613	Land Rental	Per Square Foot	S8GEN	\$0.44	
614	POWER PROVISIONING				
615	Power Cable and Infrastructure:				
616	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
617	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
618	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
619	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
620	AC Service:				
621	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
622	AC Usage	Per KWH	S8GEO	\$0.05	
623	DC POWER AMPERAGE CHARGE				
624	Per Amp	Per Amp	C1FWA	\$9.80	
625	FIBER CABLE PLACEMENT				
626	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
627	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
628	CABLE RACK				
629	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
630	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
631	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
632	CONDUIT PLACEMENT				
633	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
634	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
635	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
636	INTERCONNECTION COSTS:				
637	ILEC TO CLEC CONNECTION				
638	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
639	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
640	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
641	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
642	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
643	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
644	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
645					
646	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
647	PLANNING				
648	Planning - Initial	Per Request	NRFA1		\$9,268.73
649	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
650	REAL ESTATE				
651	Land Rental	Per Square Foot	S8GEN	\$0.44	
652	POWER PROVISIONING				
653	Power Cable and Infrastructure:				
654	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
655	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
656	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
657	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
658	AC Service:				
659	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
660	AC Usage	Per KWH	S8GEO	\$0.05	
661	DC POWER AMPERAGE CHARGE				
662	Per Amp	Per Amp	C1FWA	\$9.80	
663	FIBER CABLE PLACEMENT				
664	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
665	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
666	CABLE RACK				
667	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
668	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
669	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
670	CONDUIT PLACEMENT				
671	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
672	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
673	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
674	INTERCONNECTION COSTS:				
675	ILEC TO CLEC CONNECTION				
676	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
677	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
678	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
679	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
680	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
681	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
682	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
683					
684	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
685	PLANNING				
686	Planning	Per Request	NRFA3		\$1,254.32
687	CONDUIT				
688	Conduit Space	Per Innerduct	S8GEW	\$1.17	
689	INTERCONNECTION COSTS:				
690	ILEC TO CLEC CONNECTION				
691	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
692	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
693	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
694	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
695	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
696					
697	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
698	PLANNING				
699	Planning	Per Request	NRFA3		\$1,254.32
700	CONDUIT				
701	Conduit Space	Per Innerduct	S8GEW	\$1.17	
702	INTERCONNECTION COSTS:				
703	ILEC TO CLEC CONNECTION				
704	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
705	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
706	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
707	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
708	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
709					
710	RATES AND CHARGES FOR				
711	COMPLETE SPACE DISCONTINUANCE				
712	Application Fee	Per Request	NRFX1		\$503.95
713	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
714	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
715	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
716	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
717	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
718	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
719	Remove Timing Cable	Per Request	NRFX8		\$9.64
720	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
721	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
722	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85

ILLINOIS BELL TELEPHONE COMPANY d/b/a ATT ILLINOIS
COLLOCATION RATE SUMMARY
April 24, 2007

ATT IL/SIGECOM, LLC

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
723	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
724	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
725	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
726	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
727	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
728	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
729	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
730					
731	RATES AND CHARGES FOR				
732	SPACE REASSIGNMENT/RESTENCILING				
733	Application Fee	Per Request	NRFXK		\$503.95
734	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
735	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
736	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
737	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
738	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
739	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
740	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
741	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
742	Timing Record Book Update	Per element	NRFXT		\$45.98
743	Interconnection Records Update	Per element	NRFXU		\$296.61
744	Power Records Update	Per element	NRFXV		\$355.94
745	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
746					
747	RATES AND CHARGES FOR				
748	POWER REDUCTION (CABLE REMOVAL)				
749	Application Fee	Per Request	NRFXX		\$503.95
750	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
751	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
752	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73
753					
754	RATES AND CHARGES FOR				
755	POWER REDUCTION (REFUSING ONLY)				
756	Application Fee	Per Request	NRFY2		\$503.95
757	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
758	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
759	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
760	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
761	Power Records Update	Per element	NRFY7		\$355.94
762	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
763	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
764	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
765	Power Records Update	Per element	NRFYB		\$355.94
766	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
767					
768	RATES AND CHARGES FOR				
769	INTERCONNECTION TERMINATION REDUCTION				
770	Application Fee	Per Request	NRFYD		\$503.95
771	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
772	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
773	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
774	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
775	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
776	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79

APPENDIX ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

- 1.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.
- 1.3 As used herein, "**Consequential Damages**" shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, "**Customer Credits**" shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, "**Local Exchange Service Obligations**" means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, "**Recourse Credits**" shall mean those credits that **AT&T ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **AT&T ILLINOIS**.
- 1.7 As used herein, "**Recourse Credit Claim Form**" shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **AT&T ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the AT&T CLEC Online website: <https://clec.AT&T.com/clec/>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **AT&T ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to **AT&T ILLINOIS**' Local Service Center by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **AT&T ILLINOIS**.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **AT&T ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to AT&T ILLINOIS that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from AT&T ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
- 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
- 2.4.2 The specific Local Exchange Service Obligation that was violated;
- 2.4.3 Brief statement as to how the alleged actions or inactions of AT&T ILLINOIS, or alleged failure or deficiency in any network element or service provided by AT&T ILLINOIS to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
- 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3. RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 AT&T ILLINOIS shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which AT&T ILLINOIS disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by AT&T ILLINOIS within the thirty (30) calendar day period shall be reimbursed by AT&T ILLINOIS, subject to AT&T ILLINOIS' right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by AT&T ILLINOIS, the parties shall use the dispute resolution process set forth in the Agreement.

4. LIMITATION OF LIABILITY

- 4.1 AT&T ILLINOIS shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 AT&T ILLINOIS shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that AT&T ILLINOIS is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5. METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on AT&T ILLINOIS' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the AT&T ILLINOIS' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by AT&T ILLINOIS after dispute resolution negotiations pursuant to Section 3.2 shall be

credited to CLEC on AT&T ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that AT&T ILLINOIS that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on AT&T ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

- 5.2 Where reimbursement is to be made by credit on AT&T ILLINOIS' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which AT&T ILLINOIS is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by AT&T ILLINOIS which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by AT&T ILLINOIS or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by AT&T ILLINOIS, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by AT&T ILLINOIS to the date of payment.

6. OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to AT&T ILLINOIS to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify AT&T ILLINOIS of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), AT&T ILLINOIS may recover the amount of such inappropriate credits on AT&T ILLINOIS' upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with AT&T ILLINOIS' notice and AT&T ILLINOIS may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.
- 6.2 If AT&T ILLINOIS denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, AT&T ILLINOIS shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in AT&T ILLINOIS failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, AT&T ILLINOIS shall provide such Recourse Credit not less than thirty (30) Business Days after AT&T ILLINOIS agrees that such Recourse Credit should have been paid.

7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. AT&T MIDWEST REGION 5-STATE is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC

Illinois Recourse Credit Claim

Date Submitted: _____

CARRIER NAME: _____ END USER CUSTOMER AFFECTED NAME: _____

CARRIER Billing Account Number: _____ END USER CUSTOMER AFFECTED TEL. NO.: _____

Check Applicable Claim(s) Below and Provide Requested Information

Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* : _____

Ticket number: _____

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____

Amount of Credit issued to end user Customer: \$ _____

Applicable Credit (Check/Circle One): Pro-Rata ___ 1/3 ___ 2/3 ___ 100% ___

Number of Additional Days ___ @ \$20/day ___ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service: _____

Requested Installation Date: _____

Date/Time Order Received by Company* : _____ Date Installed: _____

Order number: _____

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____

Amount of Credit Issued to end-user Customer: \$ _____

Applicable Credit (Check/Circle One): 50% ___ 100% ___

Number of Additional Days ___ @ \$20/day ___ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ___/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)

Order number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ___/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)

Ticket number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

**Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:

COMPANY* RESOLUTION/RESPONSE

Company* Contact:

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Partially Accepted: _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to AT&T ILLINOIS

AT&T ILLINOIS COMMISSION APPROVED SECTION 271 PLAN DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which AT&T Illinois will report performance to CLEC and compare that performance to AT&T Illinois' own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 AT&T Illinois agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T Midwest Performance Measurement User Guide. AT&T Illinois 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. AT&T Illinois 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 AT&T Illinois will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T Illinois on or before the last day of the month for which data is sought, AT&T Illinois shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T Illinois after the last day of the month for which data is sought, AT&T Illinois shall provide the data to CLEC 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 AT&T Illinois will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T Illinois retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T Illinois agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T Illinois retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T Illinois retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T Illinois' 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 the CLEC 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 AT&T Illinois and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC 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:

AT&T Illinois 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: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$

$$\sigma_{\text{DIFF}} = \text{SQRT } \sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})$$

$$\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$$

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

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:

$$\sigma_{\text{P}_{\text{ILEC}}-\text{P}_{\text{CLEC}}} = \text{SQRT } \{ [\rho (1 - \rho)] / n_{\text{ILEC}} + [\rho (1 - \rho)] / n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{P}_{\text{ILEC}}-\text{P}_{\text{CLEC}}}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where: DIFF = $R_{\text{ILEC}} - R_{\text{CLEC}}$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$\sigma_{\text{DIFF}} = \text{SQRT } \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

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 CLEC value indicates a higher quality of performance. In cases where a smaller CLEC 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 the CLEC is compared to AT&T Illinois performance and for which the number of data points are 29 or less for either the CLEC or AT&T Illinois, AT&T Illinois 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 the CLEC and AT&T Illinois 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):
AT&T Illinois 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 CLEC and ILEC data sets.

- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC 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 AT&T Illinois 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

AT&T Illinois 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 AT&T Illinois will pay Liquidated Damages to the CLEC 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 1.
- 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 1, and are payable to the State Fund designated by the Commission.
- 5.4 Any CLEC wishing to incorporate, substitute or add this Performance Remedy Plan to its existing interconnection agreement, or a new interconnection agreement, must notify AT&T Illinois and the Commission, in writing, of its intent to "opt-in" to a remedy plan. The CLECs "opt-in" becomes effective 20 days from the date of filing said written notice with the Commission, and it supersedes the Performance Remedy Plan previously in effect for that CLEC, if any. Payments shall be calculated in accordance with the Plan beginning with the first full calendar month following the effective date of the "opt-in". An opt-in shall be followed with an amendment to the Interconnection Agreement filed with the Commission. Any notice required above shall be sent to AT&T Illinois' regulatory offices and the Chief Clerk's Office of the Illinois Commerce Commission.
- 5.5 AT&T Illinois will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require AT&T Illinois to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), AT&T Illinois will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.AT&T.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1 AT&T Illinois 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 a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, AT&T Illinois and CLEC 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. AT&T Illinois and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T Illinois' 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. AT&T Illinois and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) AT&T Illinois' payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that AT&T Illinois 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 Illinois' 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 AT&T Illinois' 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 AT&T Illinois under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T Illinois seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC 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 AT&T Illinois has met or continues to meet the requirements of section 271 of the Act.
- 6.3 AT&T Illinois 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, CLEC may participate with AT&T Illinois, 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 CLEC and AT&T Illinois will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document.
- 6.5.1 AT&T Illinois agrees to an audit of the performance measurements data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The audit shall commence sixteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG (a/k/a BearingPoint) under Docket No. 98-0555. Subsequent to that initial audit, additional 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 AT&T Illinois and approved by the Commission will conduct these audits at AT&T Illinois' expense.

- 6.5.2 Mini Audits. In addition to an annual audit, CLEC may request mini-audits of individual performance measures/submeasures during the year. When a CLEC has reason to believe the data collected for that measure are flawed or the reporting criteria for the measure are not being adhered to, it can request that a mini-audit be performed on the specific measure/submeasure upon written request, which will include the designation of a CLEC representative to engage in discussions with AT&T Illinois about the requested mini-audit. If, thirty (30) days after the CLEC's written request, the CLEC believes that the issues has not been resolved to its satisfaction, the CLEC can commence the mini-audit, after providing AT&T Illinois with written notice five (5) days in advance. Each CLEC is limited to auditing three (3) single measures/submeasures during the audit year. The audit year shall commence with the start of the KPMG OSS test. **Mini-audits may not be performed, conducted or requested while the OSS third-party test, or an Annual Audit, is being conducted.** Mini-audits will be of all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure/submeasure. Mini-audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be made available, on a monthly basis, to the CLECs.
- 6.5.3 A third-party auditor will conduct the mini-audits. AT&T Illinois and the CLECs will jointly select the third-party auditor. If the parties cannot agree on the auditor, the auditors selected by each party will jointly determine the auditor. The responsibility for paying the costs of such audits shall be wholly dependent on the result of the audit. A CLEC initiating a mini-audit that finds no culpability or misfeasance on AT&T Illinois' part shall be fully responsible for bearing the cost of the mini-audit. In those instances where a CLEC requests a mini-audit which results in a finding that AT&T Illinois has materially misreported or misrepresented data, or, AT&T Illinois is found to have non-compliance procedures, AT&T Illinois shall bear responsibility for full payment of the costs of the mini-audit. AT&T Illinois is deemed to be materially at fault when a reported successful measure changes as a consequence of the audit to a missed measure, or, when there is an increase in the ranking of the measure as a result of the audit, i.e., from low to medium or from medium to high, as a result of a material misreport or misrepresentation. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the cost of the third-party auditor.
- 6.5.4 Each mini-audit shall be submitted to the CLEC involved and to the Commission as a proprietary document. AT&T Illinois shall notify all CLECs of any mini-audit requests, on a monthly basis, within forty-five (45) days of the date of a mini-audit request. All written notices pursuant to this provision include e-mail.
- 6.6 Pursuant to Commission Order in Docket No. 01-0662, the termination of this "Commission Approved Section 271 Plan" shall be addressed in a Commission proceeding, as set forth in the Order.
- 7.0 Exclusions Limited
- 7.1 AT&T Illinois shall not be obligated to pay for noncompliance with a performance measure, if, but only to the extent that, such noncompliance could not have been avoided by AT&T Illinois in the exercise of due diligence. AT&T Illinois shall not be excused from payment on any other grounds, except by application of the procedural threshold below. Any dispute regarding whether AT&T Illinois' performance failure is excused under this paragraph shall be resolved with the Commission through a dispute resolution proceeding under the Commission's Procedural Rules, or, if the parties consent, through commercial arbitration with the American Arbitration Association. AT&T Illinois shall have the burden of proof in any such proceeding to demonstrate that its noncompliance with the performance measurement should be excused because it could not have been avoided by AT&T Illinois in the exercise of due diligence. Section 7.1 only suspends AT&T Illinois' ability to timely perform an activity subject to performance measurement, the applicable time frame in which AT&T Illinois' compliance with the parity or benchmark criterion is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event. Upon commencement of the dispute resolution proceeding set forth above, AT&T Illinois shall place the liquidated damages and/or assessments in dispute in an interest-bearing escrow, to be held by a neutral third party. The outcome of the dispute resolution shall determine which party to that proceeding is entitled to the funds held in escrow, and the interest on those funds.

- 7.2 In addition to the provisions set forth herein, AT&T Illinois 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 a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T Illinois or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where AT&T Illinois believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with AT&T Illinois or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, AT&T Illinois shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if AT&T Illinois prevails. If AT&T Illinois 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. AT&T Illinois shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. AT&T Illinois 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 CLEC.
- 7.4 AT&T Illinois and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Illinois interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AT&T Illinois pursuant to any Illinois interconnection agreement with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by AT&T Illinois, 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. CLEC 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 AT&T Illinois under all AT&T Illinois interconnection agreements. 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 AT&T Illinois interconnection agreements Performance Measurements Remedy Plan equals or exceeds the annual threshold, but AT&T Illinois has paid less than that amount due to the monthly threshold, AT&T Illinois 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, AT&T Illinois shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever AT&T Illinois Tier 1 payments to an individual CLEC 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 AT&T Illinois may request a hearing before the Commission. Upon timely commencement of this proceeding, AT&T Illinois must pay one-half of the damages owed to the individual CLEC (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, AT&T Illinois 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. AT&T Illinois' application will be processed in an expedited manner under the process set forth in the Procedural Rules. AT&T Illinois 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 AT&T Illinois reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but AT&T Illinois has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that

period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that AT&T Illinois should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why AT&T Illinois should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 AT&T Illinois' Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due AT&T Illinois for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 AT&T Illinois 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, AT&T Illinois or any CLEC 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 CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 1 as Remedied when AT&T Illinois 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 AT&T Illinois has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which AT&T Illinois met or exceeded the performance standard. For those measures listed in Appendix 1 as "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 1 as "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 AT&T Illinois 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 June 2003, 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 Nothing herein precludes AT&T Illinois and a CLEC from agreeing, in a negotiated amendment to the interconnection agreement, to the language of AT&T Illinois' original proposal as it relates to the inclusion of "floors and ceilings" for the determination of a performance shortfall.
- 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 AT&T Illinois 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 AT&T Illinois was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, AT&T Illinois will have to provide this CLEC 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, AT&T Illinois 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 a CLEC. This remedy payment amount will return to the lowest level of payment when AT&T Illinois 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 AT&T Illinois is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for AT&T Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. AT&T Illinois will provide notice, via the CLEC OnLine web site, to CLEC 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, AT&T Illinois 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 AT&T Illinois underpaid liquidated damages due a CLEC, or assessments due the State, AT&T Illinois will make additional payment/bill credit to the CLEC 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 AT&T Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11 AT&T Illinois shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes AT&T Illinois 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 1 for three consecutive months, AT&T Illinois will, at request of the CLEC, initiate a "gap closure" effort. 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 the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
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
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 Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	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 1 as "Remedied" when AT&T Illinois 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 1 as "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 1 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 AT&T Illinois 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 AT&T Illinois alters previously reported data for a CLEC, and after discussions with AT&T Illinois the CLEC disputes such alterations, then the CLEC 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 AT&T Illinois' performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, AT&T Illinois 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 AT&T Illinois' performance through March is such that AT&T Illinois owes liquidated damages to CLECs 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 CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that AT&T Illinois fails to pay the required amount, AT&T Illinois will pay interest to the CLEC 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 AT&T Illinois may not withhold payment of liquidated damages to a CLEC unless AT&T Illinois 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 a CLEC as more fully described in Section 7.2 and 7.3.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T Illinois.

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 the CLEC 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 the CLEC 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 the CLEC 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 the CLEC 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 the CLEC 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 AT&T Illinois 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 the 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 the 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 the 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 the 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 the 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.

In the event of any inconsistency between Appendix 1 and this performance remedy plan, this performance remedy plan shall supercede and control.

APPENDIX 1

AT&T Midwest Performance Measurement User Guide

The Performance Measurement User Guide (Business Rules) are found on the CLEC OnLine website (<https://clec.att.com/clec>).

APPENDIX-PRICING (MICHIGAN)

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APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that 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. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC 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 AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T MICHIGAN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T MICHIGAN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T MICHIGAN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 AT&T MICHIGAN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T MICHIGAN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T MICHIGAN provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T MICHIGAN's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T MICHIGAN's current generic contract rate for the Product or Service set forth in AT&T MICHIGAN's applicable state-specific generic pricing schedule as published on AT&T MICHIGAN's CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T MICHIGAN may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 AT&T MICHIGAN's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T MICHIGAN's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T MICHIGAN for that Product or Service and incorporated into AT&T MICHIGAN's current state-specific generic pricing schedule as published on AT&T MICHIGAN's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T MICHIGAN provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T MICHIGAN shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T MICHIGAN shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 AT&T MICHIGAN's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T MICHIGAN's right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 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.
 - 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T MICHIGAN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T MICHIGAN 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 Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T MICHIGAN network, without any changes to AT&T MICHIGAN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T MICHIGAN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. **BILLING**

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

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line			Monthly		Initial	Additional
NETWORK ELEMENTS						
Loops						
Loops						
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$	14.20		See NRC prices below
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$	10.77		See NRC prices below
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$	9.13		See NRC prices below
4	Conditioning for dB Loss					
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$	14.47		See NRC prices below
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$	11.05		See NRC prices below
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$	9.26		See NRC prices below
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$	14.47		See NRC prices below
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$	11.05		See NRC prices below
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$	9.26		See NRC prices below
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$	14.72		See NRC prices below
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$	11.32		See NRC prices below
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$	9.45		See NRC prices below
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$	15.88		See NRC prices below
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$	12.57		See NRC prices below
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$	10.35		See NRC prices below
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$	33.16		See NRC prices below
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$	26.66		See NRC prices below
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$	21.83		See NRC prices below
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$	19.93		See NRC prices below
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$	16.22		See NRC prices below
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$	12.66		See NRC prices below
23	DS1 Loop - Rural (Zone C)	4U1C1-C5	\$	51.71		See NRC prices below
24	DS1 Loop - Suburban (Zone B)	4U1B1-B3	\$	44.01		See NRC prices below
25	DS1 Loop - Metro (Zone A)	4U1AA	\$	40.65		See NRC prices below
26	DS3 Loop - Rural (Zone C)	U4D3C	\$	479.37		See NRC prices below
27	DS3 Loop - Suburban (Zone B)	U4D3B	\$	379.38		See NRC prices below
28	DS3 Loop - Metro (Zone A)	U4D3A	\$	321.94		See NRC prices below
29						
30						
31	DSL Capable Loops					
32	2-Wire xDSL Loop					
33	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	17.02	TBD	N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	11.42	TBD	N/A
35	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	9.51	TBD	N/A
36						
37	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	17.02	TBD	N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	11.42	TBD	N/A
39	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	9.51	TBD	N/A
40						
41	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	17.02		See NRC prices below
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	11.42		See NRC prices below
43	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	9.51		See NRC prices below
44						
45	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.02	TBD	N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	11.42	TBD	N/A
47	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	9.51	TBD	N/A
48						
49	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.02		See NRC prices below
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.42		See NRC prices below
51	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	9.51		See NRC prices below
52						
53	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.02	TBD	N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.42	TBD	N/A
55	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	9.51	TBD	N/A
56	4-Wire xDSL Loop					
57	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	32.35		See NRC prices below
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.96		See NRC prices below
59	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	17.51		See NRC prices below
60	IDSL Capable Loop					
61	IDSL Loop Access Area C - Rural	UY5FC	\$	19.93		See NRC prices below
62	IDSL Loop Access Area B - Suburban	UY5FB	\$	16.22		See NRC prices below
63	IDSL Loop Access Area A - Metro	UY5FA	\$	12.66		See NRC prices below
64						
65	Loop Non-Recurring Charges					
66	Service Order- Initial /2/ /5/ /7/ /8/	SEPUP		N/A	\$	3.62 N/A
67	Service Order- Disconnect	NR9OE		N/A	\$	1.77 N/A
68	Service Order- Subsequent	REAH9		N/A	\$	3.46 N/A
69	Loop Connection /2/ /5/ /7/ /8/	SEPUC		N/A	\$	20.43 N/A
70	Loop Disconnect	NR9OG		N/A	\$	6.71 N/A
71	Loop - Record Work Only	NR9UP		N/A	\$	2.13 N/A
72						
73	DS0 - Service Non-Recurring					
74	Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OH		N/A		\$0.00 N/A
75	Design and CO Connection Charge, per circuit - Install /2/ /5/ /7/ /8/	NR9OK		N/A	\$	74.94 N/A
76	Carrier Connection Charge per Termination - Install /2/ /5/ /7/ /8/	NR9ON		N/A	\$	239.23 N/A
77	Administration Charge, per order - Disconnect	NR9OJ		N/A		\$0.00 N/A
78	Design and CO Connection Charge, per circuit - Disconnect	NR9OM		N/A	\$	56.56 N/A
79	Carrier Connection Charge per Termination - Disconnect	NR9OQ		N/A	\$	82.32 N/A
80	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	NKCU1		N/A	\$	0.36 N/A
81	Design Layout Report Date /7/	NR95O		N/A		\$0.00 N/A
82	Records Issue Date /7/	NR95P		N/A		\$0.00 N/A
83	Designed, Verified, and Assigned Date /7/	NR95Q		N/A	\$	7.76 N/A
84	Plant Test Date /7/	NR95R		N/A	\$	52.27 N/A

TBD - To be determined
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NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			USOC	AT&T RECURRING	AT&T NON-RECURRING	
Line				Monthly	Initial	Additional
85		Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	NKCUA	N/A	\$0.36	N/A
86		Design Layout Report Date /7/	NR95S	N/A	\$0.00	N/A
87		Records Issue Date /7/	NR95T	N/A	\$0.00	N/A
88		Designed, Verified, and Assigned Date /7/	NR95U	N/A	\$0.00	N/A
89		Plant Test Date /7/	NR95V	N/A	\$0.00	N/A
90		Due Date Change Charge, per Order, per Occasion				
91		Analog Loop /7/	NR955	N/A	\$ 3.62	N/A
92		DS0 Loop /7/	NR956	N/A	\$ 0.26	N/A
93		DS1 - Service Non-Recurring Charges				
94		Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OR		\$ 3.54	
95		Service Provisioning Charge, per circuit, Install	NKCU2		\$ 63.95	
96		Administration Charge, per order - Disconnect	NR9OT		\$ 2.13	
97		Service Provisioning Charge, per circuit, Disconnect	NKCU3		\$ 41.42	
98		Cancellation or Change Service Charge-DS1 Loop, per last critical date reached	NKCU4		\$ 2.38	
99		Digital DS1 Loops - Design Layout Report Date	NR95W		\$ 15.04	
100		Digital DS1 Loops - Record Issue Date	NR95X		\$ 15.04	
101		Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y		\$ 45.33	
102		Digital DS1 Loops - Plant Test Date	NR95Z		\$ 65.75	
103		DS3 - Service Non-Recurring Charges				
104		Administration Charge, per order - Install /2/ /5/ /7/ /8/	NR9OY		\$ 3.54	
105		Service Provisioning Charge, per circuit, Install	NKCU5		\$ 91.29	
106		Administration Charge, per order - Disconnect	NR9OZ		\$ 2.13	
107		Service Provisioning Charge, per circuit, Disconnect	NKCU6		\$ 31.48	
108		Cancellation or Change Service Charge-DS3 Loop, per last critical date reached	NKCU7		\$ 2.38	
109		Digital DS3 Loops - Design Layout Report Date	NR951		\$ 16.05	
110		Digital DS3 Loops - Record Issue Date	NR952		\$ 16.05	
111		Digital DS3 Loops - Designed, Verified & Assigned Date	NR953		\$ 43.27	
112		Digital DS3 Loops - Plant Test Date	NR954		\$ 66.14	
113						
114		Service Coordination Fee, per central office /4/	UFE	\$ 5.39	N/A	N/A
115						
116		LST				
117		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 151.21	
118		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 133.44	
119						
120		Loop Qualification Process				
121		Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00	N/A
122		Loop Qualification Process - Manual	NRBXU	N/A	\$0.00	N/A
123						
124		DSL Conditioning				
125		DSL Conditioning Options - >12KFT and < 17.5KFT				
126		Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
127		Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
128		Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
129		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
130		Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
131		Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
132		Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
133		Remove All or NON-Excessive Bridged Tap (RABT) - MMP				
134		Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRMRJ		\$ 552.22	
135		Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRMRP		\$ 936.67	
136		Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental				
137			NRMRS		\$ 552.22	
138		Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRMRM		\$ 552.22	
139						
140		SUB-LOOPS				
141		ECS to SAI sub-loop				
142		2 Wire Analog - area A	PENDING	\$ 1.10		See NRC prices below
143		2 Wire Analog - area B	PENDING	\$ 1.04		See NRC prices below
144		2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below
145		4 Wire Analog - area A	PENDING	\$ 2.11		See NRC prices below
146		4 Wire Analog - area B	PENDING	\$ 2.00		See NRC prices below
147		4 Wire Analog - area C	PENDING	\$ 2.11		See NRC prices below
148		2 Wire DSL - area A	PENDING	\$ 1.07		See NRC prices below
149		2 Wire DSL - area B	PENDING	\$ 0.99		See NRC prices below
150		2 Wire DSL - area C	PENDING	\$ 1.04		See NRC prices below
151		4 Wire DSL - area A	PENDING	\$ 2.12		See NRC prices below
152		4 Wire DSL - area B	PENDING	\$ 1.96		See NRC prices below
153		4 Wire DSL - area C	PENDING	\$ 2.05		See NRC prices below
154		ECS to Terminal sub-loop				
155		2 Wire Analog - area A	PENDING	\$ 3.50		See NRC prices below
156		2 Wire Analog - area B	PENDING	\$ 4.14		See NRC prices below
157		2 Wire Analog - area C	PENDING	\$ 7.17		See NRC prices below
158		4 Wire Analog - area A	PENDING	\$ 6.33		See NRC prices below
159		4 Wire Analog - area B	PENDING	\$ 7.50		See NRC prices below
160		4 Wire Analog - area C	PENDING	\$ 13.39		See NRC prices below
161		2 Wire DSL - area A	PENDING	\$ 3.55		See NRC prices below
162		2 Wire DSL - area B	PENDING	\$ 4.21		See NRC prices below
163		2 Wire DSL - area C	PENDING	\$ 6.96		See NRC prices below
164		4 Wire DSL - area A	PENDING	\$ 6.82		See NRC prices below
165		4 Wire DSL - area B	PENDING	\$ 8.06		See NRC prices below
166		4 Wire DSL - area C	PENDING	\$ 13.69		See NRC prices below
167		ECS to NID sub-loop				
168		2 Wire Analog - area A	PENDING	\$ 5.17		See NRC prices below
169		2 Wire Analog - area B	PENDING	\$ 5.95		See NRC prices below
170		2 Wire Analog - area C	PENDING	\$ 9.21		See NRC prices below
171		4 Wire Analog - area A	PENDING	\$ 7.97		See NRC prices below

TBD - To be determined
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NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line				Monthly		Initial	Additional
172		4 Wire Analog - area B	PENDING	\$ 9.12			See NRC prices below
173		4 Wire Analog - area C	PENDING	\$ 15.47			See NRC prices below
174		2 Wire DSL - area A	PENDING	\$ 5.27			See NRC prices below
175		2 Wire DSL - area B	PENDING	\$ 6.07			See NRC prices below
176		2 Wire DSL - area C	PENDING	\$ 8.95			See NRC prices below
177		4 Wire DSL - area A	PENDING	\$ 8.65			See NRC prices below
178		4 Wire DSL - area B	PENDING	\$ 9.86			See NRC prices below
179		4 Wire DSL - area C	PENDING	\$ 15.84			See NRC prices below
180		SAI to Terminal sub-loop					
181		2 Wire Analog - area A	PENDING	\$ 2.90			See NRC prices below
182		2 Wire Analog - area B	PENDING	\$ 3.55			See NRC prices below
183		2 Wire Analog - area C	PENDING	\$ 6.55			See NRC prices below
184		4 Wire Analog - area A	PENDING	\$ 5.17			See NRC prices below
185		4 Wire Analog - area B	PENDING	\$ 6.36			See NRC prices below
186		4 Wire Analog - area C	PENDING	\$ 12.19			See NRC prices below
187		2 Wire DSL - area A	PENDING	\$ 2.95			See NRC prices below
188		2 Wire DSL - area B	PENDING	\$ 3.61			See NRC prices below
189		2 Wire DSL - area C	PENDING	\$ 6.34			See NRC prices below
190		4 Wire DSL - area A	PENDING	\$ 5.66			See NRC prices below
191		4 Wire DSL - area B	PENDING	\$ 6.92			See NRC prices below
192		4 Wire DSL - area C	PENDING	\$ 12.49			See NRC prices below
193		SAI to NID sub-loop					
194		2 Wire Analog - area A	PENDING	\$ 4.57			See NRC prices below
195		2 Wire Analog - area B	PENDING	\$ 5.35			See NRC prices below
196		2 Wire Analog - area C	PENDING	\$ 8.59			See NRC prices below
197		4 Wire Analog - area A	PENDING	\$ 6.81			See NRC prices below
198		4 Wire Analog - area B	PENDING	\$ 7.98			See NRC prices below
199		4 Wire Analog - area C	PENDING	\$ 14.27			See NRC prices below
200		2 Wire DSL - area A	PENDING	\$ 4.67			See NRC prices below
201		2 Wire DSL - area B	PENDING	\$ 5.48			See NRC prices below
202		2 Wire DSL - area C	PENDING	\$ 8.33			See NRC prices below
203		4 Wire DSL - area A	PENDING	\$ 7.49			See NRC prices below
204		4 Wire DSL - area B	PENDING	\$ 8.72			See NRC prices below
205		4 Wire DSL - area C	PENDING	\$ 14.64			See NRC prices below
206		Terminal to NID sub-loop					
207		2 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
208		2 Wire Analog - area B	PENDING	\$ 2.28			See NRC prices below
209		2 Wire Analog - area C	PENDING	\$ 2.56			See NRC prices below
210		4 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
211		4 Wire Analog - area B	PENDING	\$ 2.07			See NRC prices below
212		4 Wire Analog - area C	PENDING	\$ 2.69			See NRC prices below
213		2 Wire DSL - area A	PENDING	\$ 2.20			See NRC prices below
214		2 Wire DSL - area B	PENDING	\$ 2.36			See NRC prices below
215		2 Wire DSL - area C	PENDING	\$ 2.50			See NRC prices below
216		4 Wire DSL - area A	PENDING	\$ 2.37			See NRC prices below
217		4 Wire DSL - area B	PENDING	\$ 2.29			See NRC prices below
218		4 Wire DSL - area C	PENDING	\$ 2.78			See NRC prices below
219		NID sub-loop element					
220		2 Wire Analog - area A	PENDING	\$ 0.16			See NRC prices below
221		2 Wire Analog - area B	PENDING	\$ 0.15			See NRC prices below
222		2 Wire Analog - area C	PENDING	\$ 0.15			See NRC prices below
223		4 Wire Analog - area A	PENDING	\$ 0.33			See NRC prices below
224		4 Wire Analog - area B	PENDING	\$ 0.31			See NRC prices below
225		4 Wire Analog - area C	PENDING	\$ 0.32			See NRC prices below
226		2 Wire DSL - area A	PENDING	\$ 0.16			See NRC prices below
227		2 Wire DSL - area B	PENDING	\$ 0.15			See NRC prices below
228		2 Wire DSL - area C	PENDING	\$ 0.15			See NRC prices below
229		4 Wire DSL - area A	PENDING	\$ 0.33			See NRC prices below
230		4 Wire DSL - area B	PENDING	\$ 0.31			See NRC prices below
231		4 Wire DSL - area C	PENDING	\$ 0.32			See NRC prices below
232		2 Wire ISDN Compatible - area A	PENDING	\$ 0.16			See NRC prices below
233		2 Wire ISDN Compatible - area B	PENDING	\$ 0.15			See NRC prices below
234		2 Wire ISDN Compatible - area C	PENDING	\$ 0.15			See NRC prices below
235		4Wire DS1 Compatible - area A	PENDING	TBD			See NRC prices below
236		4Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
237		4Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
238							
239		Sub-Loop Non-Recurring Charges					
240		Analog Sub-Loop					
241		Service Ordering Charges					
242		Installation, per occasion per location	PENDING	N/A		\$ 3.62	N/A
243		Disconnect, per occasion per location	PENDING	N/A		\$ 2.13	N/A
244		Subsequent, per occasion	PENDING	N/A		\$ 3.02	N/A
245		Record Work, per occasion	PENDING	N/A		\$ 1.86	N/A
246		Add or Change, per occasion	PENDING	N/A		\$ 3.54	N/A
247		Sub-Loop Connection Charge, per termination	PENDING	N/A		\$ 17.82	N/A
248		Sub-Loop Disconnection Charge, per termination	PENDING	N/A		\$ 5.85	N/A
249		Sub Loop Provisioning Connect					
250		2-Wire Analog	PENDING			\$ 20.20	N/A
251		4-Wire Analog	PENDING			\$ 20.20	N/A
252		2-Wire DSL	PENDING			\$ 20.20	N/A
253		4-Wire DSL	PENDING			\$ 20.20	N/A
254		2-Wire ISDL	PENDING			\$ 20.20	N/A
255		4-Wire DS1	PENDING			\$ 146.76	N/A
256		Sub Loop Provisioning Disconnect					
257		2-Wire Analog	PENDING			\$ 6.71	N/A
258		4-Wire Analog	PENDING			\$ 6.71	N/A

TBD - To be determined
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 NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/			USOC	AT&T RECURRING	AT&T NON-RECURRING	
Line				Monthly	Initial	Additional
259		2-Wire DSL	PENDING		\$ 6.71	N/A
260		4-Wire DSL	PENDING		\$ 6.71	N/A
261		2-Wire ISDL	PENDING		\$ 6.71	N/A
262		4-Wire DS1	PENDING		\$ 52.02	N/A
263		Sub Loop Conditioning				
264		For Sub Loop Facilities > 12Kft. And < 17.5Kft.				
265		Remove Load Coils	PENDING		\$0.00	N/A
266		Remove Bridged Tap	PENDING		\$0.00	N/A
267		Remove Repeater	PENDING		\$0.00	N/A
268		For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.				
269		Remove Load Coils	PENDING		\$0.00	N/A
270		Remove Bridged Tap	PENDING		\$0.00	N/A
271		Remove Repeater	PENDING		\$0.00	N/A
272						
273		Cross Connects				
274		2-Wire /4/	CXCT2	\$ 0.13	N/A	N/A
275		4-Wire	CXCT4	\$ 0.27	N/A	N/A
276		DS1/LT1	CXCDX	\$ 16.46	N/A	N/A
277		DS3/LT3	CXCEX	N/A	N/A	N/A
278		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 27.86	N/A	N/A
279						
280		DS1 Interoffice Mileage Per Point of Termination				
281		Zone 1	CZ4X1	\$ 12.39		
282		Zone 2	CZ4X2	\$ 12.28		
283		Zone 3	CZ4X3	\$ 13.17		
284		Interzone	CZ4XZ	\$ 13.36		
285		DS1 Interoffice Mileage Per Mile				
286		Zone 1	1YZX1	\$ 0.69		
287		Zone 2	1YZX2	\$ 0.77		
288		Zone 3	1YZX3	\$ 0.50		
289		Interzone	1YZXZ	\$ 0.20		
290		DS1 Clear Channel Capability - Per DS1 Circuit Arranged				
291		All Zones Connect	CLYX1-X3		\$ 75.28	
292		All Zones Disconnect	Pending		\$0.00	
293						
294		DS1 Interoffice NRC (Connect + Disconnect)				
295		Connect Zone 1 per circuit	NKCU8		\$ 57.80	
296		Connect Zone 2 per circuit	NKCU8		\$ 57.80	
297		Connect Zone 3 per circuit	NKCU8		\$ 57.80	
298		Disconnect Zone 1 per circuit	NKCU9		\$ 22.70	
299		Disconnect Zone 2 per circuit	NKCU9		\$ 22.70	
300		Disconnect Zone 3 per circuit	NKCU9		\$ 22.70	
301						
302		DS1 UDT Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14	
303		EELS Installation and Rearrangement - Admin. Charge, Disconnect, per Order	NR9OT		\$ 2.13	
304						
305		DS3 Interoffice Mileage Termination - Per Point of Termination				
306		Zone 1	CZ4W1	\$ 129.82		
307		Zone 2	CZ4W2	\$ 114.98		
308		Zone 3	CZ4W3	\$ 110.02		
309		Interzone	CZ4WZ	\$ 121.50		
310		DS3 Interoffice Mileage - Per Mile				
311		Zone 1	1YZB1	\$ 6.20		
312		Zone 2	1YZB2	\$ 3.84		
313		Zone 3	1YZB3	\$ 9.52		
314		Interzone	1YZBZ	\$ 3.73		
315						
316		DS3 Interoffice NRC (Connect + Disconnect)				
317		Connect Zone 1 per circuit	NKCUE		\$ 74.59	
318		Connect Zone 2 per circuit	NKCUE		\$ 74.59	
319		Connect Zone 3 per circuit	NKCUE		\$ 74.59	
320		Disconnect Zone 1 per circuit	NKCUF		\$ 22.70	
321		Disconnect Zone 2 per circuit	NKCUF		\$ 22.70	
322		Disconnect Zone 3 per circuit	NKCUF		\$ 22.70	
323						
324		DS3 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14	
325		Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13	
326						
327		Multiplexing				
328		DS1 to Voice Grade All Zones, Per Arrangement	QMVX1-X3	\$ 280.24	N/A	N/A
329		DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	N/A	N/A
330						
331		Dedicated Transport Cross Connects				
332		DS1	CXCDX	\$ 0.54	N/A	N/A
333		DS3	CXCEX	\$ 16.46	N/A	N/A
334		Cancellation or Change Service Charge, per Last Critical Date Reached				
335		DS1				
336		Service Order Portion to be applied to each critical date below	NKCUL		\$ 2.07	
337		Design Lay Out Report Date	NR95W		\$ 21.09	
338		Records Issue Date	NR95X		\$ 21.09	
339		Designed Verified and Assigned Date	NR95Y		\$ 31.63	
340		Plant Test Date	NR95Z		\$ 59.16	
341		DS3 Service Order Portion to be applied to each critical date below	NKCUM	N/A	\$ 2.07	N/A
342		Design Lay Out Report Date	NR951	N/A	\$ 20.38	N/A
343		Records Issue Date	NR952	N/A	\$ 20.97	N/A
344		Designed Verified and Assigned Date	NR953	N/A	\$ 53.61	N/A
345		Plant Test Date	NR954	N/A	\$ 76.53	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING	AT&T NON-RECURRING	
Line			Monthly	Initial	Additional
346					
347	Due Date Change Charge Per Order or Occasion				
348	DS1	NR957	N/A	\$ 0.43	N/A
349	DS3	NR957	N/A	\$ 0.43	N/A
349					
350	Special Access to UNE Conversion				
351	Channelized DS1 without mileage design and coordination	NKCUU	N/A	\$ 4.34	N/A
352	Channelized DS1 - Design and Coordination (with Mileage)	NKCUU	N/A	\$ 4.34	N/A
353	Non-channelized DS1 without mileage design and coordination	NKCUR	N/A	\$ 1.13	N/A
354	Non-channelized DS1 facility with mileage design and coordination	NKCUR	N/A	\$ 1.13	N/A
355	Channelized DS3 with mileage design and coordination	NKCUO	N/A	\$ 4.42	N/A
356	Non-channelized DS3 facility with mileage design and coordination	NKCUQ	N/A	\$ 1.13	N/A
357	Non-Channelized DS3 Design and Coordination without mileage	NKCUQ	N/A	\$ 1.13	N/A
358	Channelized DS3 without mileage design and coordination	NKCUT	N/A	\$ 4.52	N/A
359	Project administration charge per service order	NKCUY	N/A	\$ 4.30	N/A
360					
361	Dark Fiber				
362	Dark Fiber Interoffice				
363	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34	N/A	N/A
364	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.002196	N/A	N/A
365	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11	N/A	N/A
366	Inquiry (Per Request)				
367	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$ 338.03	N/A
368	Interoffice inquiry (Service Order) Charge, per request	NKCUN	N/A	\$ 2.33	N/A
369	FIRM ORDER (Per Fiber Strand)				
370	Installation				
371	Administrative per Order	NRB51	N/A	\$ 14.35	N/A
372	Dark Fiber Interoffice Transport - NRC	NRB54	N/A	\$ 466.62	N/A
373	Disconnect				
374	Administrative per Order	NR9H2	N/A	\$ 14.12	N/A
375	Dark Fiber Interoffice Transport - NRC	NR9H5	N/A	\$ 137.30	N/A
376					
377	Routine Modifications				
378	Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB	N/A
379					
380	LNP				
381	Local Number Portability /9/	NSR	\$0.00	N/A	
382	Maintenance of Service Charge	VRP	N/A	\$ 71.00	
383					
384	OTHER				
385	Directory Assistance				
386	Directory Assistance				
387	Directory Assistance, per call	OPEN	\$ 0.40	N/A	N/A
388	National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A	
389	National Directory Assistance (RDA), per call	OPEN	\$ 0.65	N/A	
390	Business Category Search (BCS) where applicable, per call	OPEN	\$ 0.65	N/A	
391	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A	
392					
393	OS/DA Automated Call Greeting and References/Rates				
394	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN		\$ 1,800.00	\$ 1,800.00
395	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03		N/A
396	Branding - Facility Based - Initial/Subsequent Load				
397	- Branding, per trunk group	OPEN		\$ 800.00	\$ 800.00
398	Rate Reference - Initial Load, per state, per OCN	OPEN		\$ 5,000.00	
399	Rate Reference - Subsequent Load, per state, per OCN	OPEN		N/A	\$ 1,500.00
400					
401	Operator Services				
402	Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A	N/A
403	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV) and Busy Line Verification/Interrupt (BLV/I)) per work second	OPEN		N/A	N/A
404			\$ 0.03		
405					
406	DA Listing License				
407	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
408	- per listing for initial load	OPEN	N/A	\$ 0.040	N/A
409	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
410	Option #2 Full File (all states inclusive) Billable Release				
411	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
412	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
413	- per usage/query	OPEN	N/A	\$ 0.020	N/A
414	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
415	- per listing for initial load	OPEN	N/A	\$ 0.050	N/A
416	- per listing for subsequent updates	OPEN	N/A	\$ 0.060	N/A
417	Option #4 Pick & Choose (by state) Billable Release				
418	- per listing for initial load	OPEN	N/A	\$ 0.020	N/A
419	- per listing for subsequent updates	OPEN	N/A	\$ 0.030	N/A
420	- per usage/query	OPEN	N/A	\$ 0.020	N/A
421					
422	Ancillary Message Compensation (per message)				
423		OPEN	\$ 0.03	N/A	N/A
424	Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	\$ 0.05		
425					
426	Structure Access - Poles & Ducts				
427	Poles (\$/attachment/yr.)* ##	OPEN	\$ 1.57		
428	Per Foot Conduit Occupancy Fees ##	OPEN			
429	Full Duct (\$/ft/yr.)	OPEN	\$ 0.76		
430	Half Duct (\$/ft/yr)	OPEN	\$ 0.38		

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING	AT&T NON-RECURRING
Line			Monthly	Initial Additional
431	Application fee	OPEN		\$ 200.00
432	Unauthorized Attachment Fee			\$ 500.00 Per Pole
433	Unauthorized Occupancy Fee			\$ 50.00 Per Conduit Foot
434				
435	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
436	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
437				
438	## Note: All pole and conduit license fees are for a period of one year from January 1 thru			
439				
440	Emergency Number Service Access			
441	911 Selective Router Interconnection			
442	-Each DSO installed			
443	-Analog Channel Interface	EVG9X	\$ 19.81	\$ 496.18
444	ANI/ALI/SR and Database Management			
445	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.93	\$0.00
446	911 Selective Router Switch Administration			
447	-Per Selective Router			
448				
449	INTERCARRIER COMPENSATION			
450	End Office Local Termination			
451	Set up charge, per call	USAGE	\$ 0.000622	
452	Duration charge, per MOU	USAGE	\$ 0.000521	
453	Tandem Switching			
454	Set up charge, per call	USAGE	\$ 0.000322	
455	Duration charge, per MOU	USAGE	\$ 0.000337	
456	Tandem Transport Termination			
457	Set up charge, per call	USAGE	\$ 0.000077	
458	Duration charge, per MOU	USAGE	\$ 0.000081	
459	Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$ 0.000001	
460				
461	Rate for Presumed ISP-bound Traffic as per FCC 01-131		0.0007	
462	RESALE		RESALE DISCOUNTS	
463	BUSINESS		RECURRING	NON-RECURRING
464	LOCAL EXCHANGE SERVICE			
465	Business 1 Party	RESALE	16.62%	16.62%
466	Business - Measured	RESALE	16.62%	16.62%
467	Customer Operated Pay Telephone (COPT)	RESALE	N/A	16.62%
468				
469	EXPANDED LOCAL CALLING			
470	Interzone	RESALE	16.62%	16.62%
471				
472	VERTICAL SERVICES			
473	Anonymous Call Rejection	RESALE	16.62%	16.62%
474	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
475	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
476	Call Blocker	RESALE	16.62%	16.62%
477	Call Forwarding	RESALE	16.62%	16.62%
478	Call Forwarding - Busy Line	RESALE	16.62%	16.62%
479	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
480	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
481	Automatic CallBack (Call Return)	RESALE	16.62%	16.62%
482	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
483	Call Trace	RESALE	16.62%	16.62%
484	Call Waiting	RESALE	16.62%	16.62%
485	Caller ID With Name (Calling Name)	RESALE	16.62%	16.62%
486	Caller ID (Calling Number)	RESALE	16.62%	16.62%
487	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%
488	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%	16.62%
489	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%	0%
490	Selective Call Forwarding	RESALE	0%	0%
491	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%
492	Remote Call Forwarding-Per Feature	RESALE	16.62%	16.62%
493	RCF, Interstate, Interexchange	RESALE	16.62%	16.62%
494	RCF, Intrastate	RESALE	16.62%	16.62%
495	RCF, Interstate, International	RESALE	16.62%	16.62%
496	RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%
497	RCF to 800	RESALE	16.62%	16.62%
498	RCF Additional	RESALE	16.62%	16.62%
499	Speed Calling 8	RESALE	16.62%	16.62%
500	Speed Calling 30	RESALE	16.62%	16.62%
501	Three Way Calling	RESALE	16.62%	16.62%
502	Call Screening	RESALE	16.62%	16.62%
503	Busy Line Transfer	RESALE	16.62%	16.62%
504	Alternate Answer	RESALE	16.62%	16.62%
505	Message Waiting - Tone	RESALE	16.62%	16.62%
506	Easy Call	RESALE	16.62%	16.62%
507	Prime Number Service	RESALE	16.62%	16.62%
508	AT&T Michigan Privacy Manager	RESALE	16.62%	16.62%
509	Name and Number Delivery Service	RESALE	16.62%	16.62%
510				
511	DID			
512	DID	RESALE	16.62%	16.62%
513				
514	TRUNKS			
515	Trunk	RESALE	16.62%	16.62%
516				

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line			Monthly		Initial	Additional
517	AIN					
518	Area Wide Networking	RESALE	16.62%		16.62%	
519	AT&T Michigan Switch Alternate Routing (ANSAR)	RESALE	16.62%		16.62%	
520	AT&T Michigan Customer Location Alternate Routing (ACLAR)	RESALE	16.62%		16.62%	
521						
522	OTHER					
523	Grandfathered Services	RESALE	0.00%		0.00%	
524	Promotions (Greater than 90 days)	RESALE	16.62%		16.62%	
525	TouchTone (Business)	RESALE	16.62%		16.62%	
526	TouchTone (Trunk)	RESALE	16.62%		16.62%	
527	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
528	976 (976 Information Delivery Service)	RESALE	0%		0%	
529	Access Services (See Access Tariff)	RESALE	0%		0%	
530	Additional Directory Listings	RESALE	16.62%		16.62%	
531	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
532	Connection Services	RESALE	16.62%		16.62%	
533	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
534	Shared Tenant Service	RESALE	0%		0%	
535						
536	Data Services					
537	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	16.62%		16.62%	
538	PBX Trunks	RESALE	16.62%		16.62%	
539	Mult-Service Optical Network (MON)	RESALE	16.62%		16.62%	
540	OCn-PTP	RESALE	16.62%		16.62%	
541	ADTS-E	RESALE	16.62%		16.62%	
542	DS0	RESALE	16.62%		16.62%	
543	DS1	RESALE	16.62%		16.62%	
544	DS3	RESALE	16.62%		16.62%	
545						
546	ISDN					
547	ISDN	RESALE	16.62%		16.62%	
548						
549	DIRECTORY ASSISTANCE SERVICES					
550	Directory Assistance Services	RESALE	16.62%		N/A	
551	Local Operator Assistance Service	RESALE	16.62%		N/A	
552						
553	National Directory Assistance (NDA), per call	OPEN	\$ 0.65		N/A	
554	National Directory Assistance (RDA), per call	OPEN	\$ 0.65		N/A	
555	Business Category Search (BCS) where applicable, per call	OPEN	\$ 0.65		N/A	
556	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15		N/A	
557						
558	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$ 1,800.00	\$ 1,800.00
559	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03			N/A
560	Rate Reference - Initial Load, per state, per OCN	OPEN			\$ 5,000.00	
561	Rate Reference - Subsequent Load, per state, per OCN	OPEN			N/A	\$ 1,500.00
562						
563	TOLL					
564	TOLL	RESALE	16.62%		16.62%	
565						
566	OPTIONAL TOLL CALLING PLANS					
567	Optional Toll Calling Plans	RESALE	16.62%		16.62%	
568						
569	CENTREX (PLEXAR)					
570	AT&T Michigan Centrex Service ACS	RESALE	16.62%		16.62%	
571	AT&T Michigan Centrex Network Manager	RESALE	0%		0%	
572						
573	PRIVATE LINE					
574	Analog Private Lines	RESALE	16.62%		16.62%	
575	Private Line Channel Services	RESALE	16.62%		16.62%	
576						
577	RESIDENCE					
578	LOCAL EXCHANGE SERVICE					
579	Life Line	RESALE	RECURRING 0%		NON-RECURRING 0%	
580	Residence 1 Party	RESALE	16.62%		16.62%	
581	Residence Measured	RESALE	16.62%		16.62%	
582						
583	EXPANDED LOCAL CALLING					
584	Interzone	RESALE	16.62%		16.62%	
585						
586	VERTICAL SERVICES					
587	Anonymous Call Rejection	RESALE	16.62%		16.62%	
588	Repeat Dialing (Auto Redial)	RESALE	16.62%		16.62%	
589	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%		16.62%	
590	Call Blocker	RESALE	16.62%		16.62%	
591	Call Forwarding	RESALE	16.62%		16.62%	
592	Call Forwarding - Busy Line	RESALE	16.62%		16.62%	
593	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%		16.62%	
594	Call Forwarding - Don't Answer	RESALE	16.62%		16.62%	
595	Automatic Call-Back (Call Return)	RESALE	16.62%		16.62%	
596	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	16.62%		16.62%	
597	Call Trace	RESALE	16.62%		16.62%	
598	Call Waiting	RESALE	16.62%		16.62%	
599	Caller ID with Name (Calling Name)	RESALE	16.62%		16.62%	
600	Caller ID (Calling Number)	RESALE	16.62%		16.62%	
601	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%		16.62%	
602	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent r	RESALE	16.62%		16.62%	
603	Priority Call	RESALE	16.62%		16.62%	
604	Remote Access to Call Forwarding (GF)	RESALE	0%		0%	

TBD - To be determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

MICHIGAN - Generic Pricing Schedule /1/		USOC	AT&T RECURRING		AT&T NON-RECURRING	
Line			Monthly		Initial	Additional
605	RCF, Interstate, Interexchange	RESALE	16.62%		16.62%	
606	RCF, Intrastate	RESALE	16.62%		16.62%	
607	RCF, Interstate, International	RESALE	16.62%		16.62%	
608	RCF, Intrastate, Interexchange	RESALE	16.62%		16.62%	
609	RCF to 800	RESALE	16.62%		16.62%	
610	RCF Additional	RESALE	16.62%		16.62%	
611	Selective Call Forwarding	RESALE	16.62%		16.62%	
612	Speed Calling 8	RESALE	16.62%		16.62%	
613	Three Way Calling	RESALE	16.62%		16.62%	
614	Call Screening	RESALE	16.62%		16.62%	
615	Busy Line Transfer	RESALE	16.62%		16.62%	
616	Alternate Answer	RESALE	16.62%		16.62%	
617	Message Waiting - Tone	RESALE	16.62%		16.62%	
618	Easy Call	RESALE	16.62%		16.62%	
619	AT&T Michigan Privacy Manager	RESALE	16.62%		16.62%	
620	Name and Number Delivery Service	RESALE	16.62%		16.62%	
621						
622	ISDN					
623	ISDN	RESALE	16.62%		16.62%	
624						
625	OTHER					
626	Grandfathered Services	RESALE	0%		0%	
627	Promotions (Greater than 90 Days)	RESALE	16.62%		16.62%	
628	TouchTone	RESALE	16.62%		16.62%	
629	Home Services Packages	RESALE	16.62%		16.62%	
630	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%	
631	976 (976 Information Delivery Service)	RESALE	0%		0%	
632	Access Services (See Access Tariff)	RESALE	0%		0%	
633	Additional Directory Listings	RESALE	16.62%		16.62%	
634	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%	
635	Connection Services	RESALE	16.62%		16.62%	
636	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%	
637	Shared Tenant Service	RESALE	0%		0%	
638	Restoral of Service Charge	RESALE			Tariff 20 Part 22 Section 2	
639						
640	TOLL					
641	Toll	RESALE	16.62%		16.62%	
642						
643	Electronic Billing Information Data (daily usage)	RESALE	\$0.00			
644	per message					
645						
646	Line Connection Charge					
647	Residence	RESALE			Tariff 20 Part 22 Section 2	
648	Business	RESALE			Tariff 20 Part 22 Section 2	
649	Service Order/Service Request Charge					
650	Residence	RESALE			Tariff 20 Part 22 Section 2	
651	Business	RESALE			Tariff 20 Part 22 Section 2	
652	Non-Electronic (Manual) Service Order Charge					
653	Residence	RESALE			Tariff 20 Part 22 Section 2	
654	Business	RESALE			Tariff 20 Part 22 Section 2	
655						
656	Notes					
657						
658	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.					
659	/3/ Only applies to pre-existing UNE-P Migrations.					
660	/4/ Applies only once per UNE-P Combination.					
661	/5/ Does not apply to Special Access to UNE conversions.					
662	/6/ Does not apply to new UNE-P installations.					
663	/7/ Does not apply to new EEL installations.					
664	/8/ Does not apply to pre-existing UNE-P Migrations.					
665	/9/ Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.					
666	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
 April 24, 2007

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	2	REAL ESTATE				
4	3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	6	COMMON SYSTEMS				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	8	PLANNING				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	10	Planning	Per Request	NRFCF		\$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	14	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
16	15	POWER PROVISIONING				
17	16	Power Panel:				
18	17	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	18	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	19	Power Cable and Infrastructure:				
21	20	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	27	Equipment Grounding:				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	29	DC POWER AMPERAGE CHARGE				
31	30	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	31	Per Amp	Per Amp	S8GCR	\$10.61	
33	32	FIBER CABLE PLACEMENT				
34	33	Central Office:				
35	34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	36	MISCELLANEOUS & OPTIONAL COST:				
38	37	MISCELLANEOUS COSTS				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
41	40	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	41	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	43	CAGE COMMON COSTS				
45	44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	45	INTERCONNECTION COSTS:				
47	46	ILEC TO CLEC CONNECTION				
48	47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49
55	54	CLEC TO CLEC CONNECTION				
56	55	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	58	Route Design		NRFCX		\$424.88
60	59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	60	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	61	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	62	TIME SENSITIVE ACTIVITIES				
64	63	PRE-VISITS				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	65	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
69	68	CONSTRUCTION VISITS				
70	69	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72	71					
73	72	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	73	REAL ESTATE				
75	74	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	
78	77	COMMON SYSTEMS				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	79	PLANNING				

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
81	80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	81	Planning	Per Request	NRFCF		\$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	85	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
87	86	POWER PROVISIONING				
88	87	Power Panel:				
89	88	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	89	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	90	Power Cable and Infrastructure:				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
95	94	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	97	Equipment Grounding:				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	99	DC POWER AMPERAGE CHARGE				
101	100	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	101	Per Amp	Per Amp	S8GCR	\$10.61	
103	102	FIBER CABLE PLACEMENT				
104	103	Central Office:				
105	104	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	106	MISCELLANEOUS & OPTIONAL COST:				
108	107	MISCELLANEOUS COSTS				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
111	110	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	111	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	113	CAGE COMMON COSTS				
115	114	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	115	INTERCONNECTION COSTS:				
117	116	ILEC TO CLEC CONNECTION				
118	117	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	124	CLEC TO CLEC CONNECTION				
126	125	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	128	Route Design		NRFCX		\$424.88
130	129	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	130	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	131	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	132	TIME SENSITIVE ACTIVITIES				
134	133	PRE-VISITS				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	NRFT		\$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	138	CONSTRUCTION VISITS				
140	139	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142	141					
143	142	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
144	143	CAGELESS				
145	144	REAL ESTATE				
146	145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
147	146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
148	147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
149	148	COMMON SYSTEMS				
150	149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
151	150	PLANNING				
152	151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
153	152	Planning	Per Request	NRFCJ		\$4,601.93
154	153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
155	154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
156	155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
157	156	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
158	157	POWER PROVISIONING				
159	158	Power Panel:				
160	159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
161	160	200 Amp	Per Power Panel (CLEC Provided)	NONE		

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1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
161	160	Power Cable and Infrastructure:				
162	161	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	168	Equipment Grounding:				
170	169	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	170	DC POWER AMPERAGE CHARGE				
172	171	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	172	Per Amp	Per Amp	S8GCR	\$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	174	FIBER CABLE PLACEMENT				
176	175	Central Office:				
177	176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	178	CEV, HUT & Cabinets:				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	181	MISCELLANEOUS & OPTIONAL COST:				
183	182	MISCELLANEOUS COSTS				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
186	185	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	186	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	188	CAGELESS / POT BAY OPTIONS				
190	189	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	190	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	191	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	192	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	193	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	194	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	196	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	197	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	198	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	199	CEV, HUT, CABINET				
201	200	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	207	INTERCONNECTION COSTS:				
209	208	ILEC TO CLEC CONNECTION				
210	209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVV	\$3.86	\$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	216	CLEC TO CLEC CONNECTION				
218	217	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	220	Route Design		NRFCX		\$424.88
222	221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	222	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	223	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	224	PROJECT MANAGEMENT				
226	225	CEV, HUT & CABINET				
227	226	Project Coordination	Per CLEC Application	NRFCM		\$631.17
228	227	TIME SENSITIVE ACTIVITIES				
229	228	PRE-VISITS				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
234	233	CONSTRUCTION VISITS				
235	234	Project Manager - 1st Level	Per 1/4 Hour	NRFCW		\$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237	236					

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	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
		AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
238	237	CAGELESS				
239	238	REAL ESTATE				
240	239	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	240	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	241	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	242	COMMON SYSTEMS				
244	243	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	244	PLANNING				
246	245	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	246	Planning	Per Request	NRFCJ		\$4,601.93
248	247	Planning - Subsequent Inter. Cabling	Per Request	NRFCE		\$2,267.04
249	248	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	249	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	250	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
252	251	POWER PROVISIONING				
253	252	Power Panel:				
254	253	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	254	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	255	Power Cable and Infrastructure:				
257	256	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
258	257	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	258	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
260	259	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
261	260	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	261	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	262	Equipment Grounding:				
264	263	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	264	DC POWER AMPERAGE CHARGE				
266	265	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	266	Per Amp	Per Amp	S8GCR	\$10.61	
268	267	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	268	FIBER CABLE PLACEMENT				
270	269	Central Office:				
271	270	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	271	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	272	CEV, HUT & Cabinets:				
274	273	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	274	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	275	MISCELLANEOUS & OPTIONAL COST:				
277	276	MISCELLANEOUS COSTS				
278	277	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	278	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
280	279	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	280	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	281	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	282	CAGELESS / POT BAY OPTIONS				
284	283	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	284	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	285	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	286	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	287	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	288	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	289	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	290	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
292	291	CEV, HUT, CABINET				
293	292	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	293	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	294	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	295	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	296	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	297	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	298	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	299	INTERCONNECTION COSTS:				
301	300	ILEC TO CLEC CONNECTION				
302	301	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	302	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	303	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	304	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	305	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	306	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	307	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
309	308	CLEC TO CLEC CONNECTION				
310	309	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	310	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	311	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	312	Route Design		NRFCX		\$424.88
314	313	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	314	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	315	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
 April 24, 2007

ATT MI/SIGECOM, LLC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
317	316	PROJECT MANAGEMENT				
318	317	CEV, HUT & CABINET				
319	318	Project Coordination	Per CLEC Application	NRFC		\$631.17
320	319	TIME SENSITIVE ACTIVITIES				
321	320	PRE-VISITS				
322	321	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	322	Comm. Tech - Craft	Per 1/4 Hour	NRFC		\$19.60
324	323	CO Manager - 1st Level	Per 1/4 Hour	NRFC		\$19.72
325	324	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	325	CONSTRUCTION VISITS				
327	326	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	327	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329	328					
		CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
330	329	COMMON				
331	330	REAL ESTATE				
332	331	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	332	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	333	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	334	COMMON SYSTEMS				
336	335	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	336	PLANNING				
338	337	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	338	Planning	Per Request	NRFCJ		\$4,601.93
340	339	Planning - Subsequent Inter. Cabling	Per Request	NRFC		\$2,267.04
341	340	Planning - Subsequent Power Cabling	Per Request	NRFC		\$2,306.10
342	341	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	342	Planning - Non-Standard	Per Request	NRFC		\$1,436.00
344	343	POWER PROVISIONING				
345	344	Power Panel:				
346	345	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	346	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	347	Power Cable and Infrastructure:				
349	348	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	349	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
351	350	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	351	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
353	352	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
354	353	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	354	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	355	Equipment Grounding:				
357	356	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	357	DC POWER AMPERAGE CHARGE				
359	358	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	359	Per Amp	Per Amp	S8GCR	\$10.61	
361	360	FIBER CABLE PLACEMENT				
362	361	Central Office:				
363	362	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	363	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
365	364	MISCELLANEOUS & OPTIONAL COST:				
366	365	MISCELLANEOUS COSTS				
367	366	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	367	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
369	368	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	369	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	370	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	371	CAGE COMMON COSTS				
373	372	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	373	INTERCONNECTION COSTS:				
375	374	ILEC TO CLEC CONNECTION				
376	375	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	376	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	377	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	378	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	379	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	380	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	381	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383	382					
		AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
384	383	COMMON				
385	384	REAL ESTATE				
386	385	Site Conditioning	Per Bay	S8GCL		\$92.81
387	386	Safety & Security	Per Frame	S8GCN		\$195.57
388	387	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	388	COMMON SYSTEMS				
390	389	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	390	PLANNING				
392	391	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	392	Planning	Per Request	NRFCJ		\$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	NRFC		\$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10

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 April 24, 2007

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1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
396	395	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	396	Planning - Non-Standard	Per Request	NRFCG		\$1,436.00
398	397	POWER PROVISIONING				
399	398	Power Panel:				
400	399	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	400	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	401	Power Cable and Infrastructure:				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	405	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	408	Equipment Grounding:				
410	409	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	410	DC POWER AMPERAGE CHARGE				
412	411	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	412	Per Amp	Per Amp	S8GCR	\$10.61	
414	413	FIBER CABLE PLACEMENT				
415	414	Central Office:				
416	415	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	417	MISCELLANEOUS & OPTIONAL COST:				
419	418	MISCELLANEOUS COSTS				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
422	421	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	422	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	424	CAGE COMMON COSTS				
426	425	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	426	INTERCONNECTION COSTS:				
428	427	ILEC TO CLEC CONNECTION				
429	428	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436	435					
437	436	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	437	REAL ESTATE				
439	438	Site Conditioning	Per Frame	S8FX5		\$92.81
440	439	Safety & Security	Per Frame	S8FX6		\$195.57
441	440	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	441	COMMON SYSTEMS				
443	442	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	444	PLANNING				
446	445	Planning	Per Request	NRM99		\$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	449	POWER PROVISIONING				
451	450	Power Cable and Infrastructure:				
452	451	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	457	Equipment Grounding:				
459	458	Ground Cable Placement	Per Frame	S8F69	\$0.36	
460	459	DC POWER AMPERAGE CHARGE				
461	460	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	461	Per Amp	Per Amp	S8FXN	\$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
464	463	FIBER CABLE PLACEMENT				
465	464	Central Office:				
466	465	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	467	CEV, HUT & Cabinets:				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	469	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	470	MISCELLANEOUS & OPTIONAL COST:				
472	471	MISCELLANEOUS COSTS				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82

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1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
475	474	VIRTUAL FRAME OPTIONS				
476	475	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	476	CEV, HUT, CABINET				
478	477	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	484	INTERCONNECTION COSTS:				
486	485	I LEC TO CLEC CONNECTION				
487	486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	493	VIRTUAL TO VIRTUAL CONNECTION				
495	494	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	497	Route Design		NRLWF		\$463.36
499	498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	499	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	500	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	501	PROJECT MANAGEMENT				
503	502	CEV, HUT & CABINET				
504	503	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
505	504	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	505	CENTRAL OFFICE TYPE				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	512	CEV, HUT & CABINET				
514	513	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	515	ADDITIONAL LABOR ELEMENTS				
517	516	TRAINING				
518	517	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	518	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	519	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	520	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	521	EQUIPMENT EVALUATION COST				
523	522	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	523	TEST AND ACCEPTANCE				
525	524	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526	525					
527	526	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	527	REAL ESTATE				
529	528	Site Conditioning	Per Frame	S8FX5		\$92.81
530	529	Safety & Security	Per Frame	S8FX6		\$195.57
531	530	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	531	COMMON SYSTEMS				
533	532	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	533	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	534	PLANNING				
536	535	Planning	Per Request	NRM99		\$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	539	POWER PROVISIONING				
541	540	Power Cable and Infrastructure:				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	544	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	546	Equipment Grounding:				
548	547	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	548	DC POWER AMPERAGE CHARGE				
550	549	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	550	Per Amp	Per Amp	S8FXN	\$10.61	
552	551	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	

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1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
553	552	FIBER CABLE PLACEMENT				
554	553	Central Office:				
555	554	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	556	CEV, HUT & Cabinets:				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	559	MISCELLANEOUS & OPTIONAL COST:				
561	560	MISCELLANEOUS COSTS				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
564	563	VIRTUAL FRAME OPTIONS				
565	564	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	565	CEV, HUT, CABINET				
567	566	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	S8FXH	\$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	573	INTERCONNECTION COSTS:				
575	574	ILEC TO CLEC CONNECTION				
576	575	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	582	VIRTUAL TO VIRTUAL CONNECTION				
584	583	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	586	Route Design		NRML9		\$463.36
588	587	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	588	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	589	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	590	PROJECT MANAGEMENT				
592	591	CEV, HUT & CABINET				
593	592	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	593	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	594	CENTRAL OFFICE TYPE				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	601	CEV, HUT & CABINET				
603	602	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	604	ADDITIONAL LABOR ELEMENTS				
606	605	TRAINING				
607	606	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	607	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	608	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	609	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	610	EQUIPMENT EVALUATION COST				
612	611	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	612	TEST AND ACCEPTANCE				
614	613	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615	614					
		CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
616	615	ADJACENT ON-SITE				
617	616	PLANNING				
618	617	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	618	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	619	REAL ESTATE				
621	620	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	621	POWER PROVISIONING				
623	622	Power Cable and Infrastructure:				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	627	AC Service:				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	629	AC Usage	Per KWH	S8GEO	\$0.05	
631	630	DC POWER AMPERAGE CHARGE				
632	631	Per Amp	Per Amp	S8GCR	\$10.61	

MICHIGAN BELL TELEPHONE COMPANY d/b/a ATT MICHIGAN
COLLOCATION RATE SUMMARY
 April 24, 2007

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
633	632	FIBER CABLE PLACEMENT				
634	633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	635	CABLE RACK				
637	636	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	637	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	639	CONDUIT PLACEMENT				
641	640	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	641	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	643	INTERCONNECTION COSTS:				
645	644	ILEC TO CLEC CONNECTION				
646	645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653	652					
654	653	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
655	654	ADJACENT ON-SITE				
656	655	PLANNING				
657	656	Planning - Initial	Per Request	NRFA1		\$9,268.73
658	657	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
659	658	REAL ESTATE				
660	659	Land Rental	Per Square Foot	S8GEN	\$0.44	
661	660	POWER PROVISIONING				
662	661	Power Cable and Infrastructure:				
663	662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
664	663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
665	664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
666	665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
667	666	AC Service:				
668	667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
669	668	AC Usage	Per KWH	S8GEO	\$0.05	
670	669	DC POWER AMPERAGE CHARGE				
671	670	Per Amp	Per Amp	S8GCR	\$10.61	
672	671	FIBER CABLE PLACEMENT				
673	672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
674	673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
675	674	CABLE RACK				
676	675	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
677	676	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
678	677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
679	678	CONDUIT PLACEMENT				
680	679	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
681	680	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
682	681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
683	682	INTERCONNECTION COSTS:				
684	683	ILEC TO CLEC CONNECTION				
685	684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
686	685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
687	686	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
688	687	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
689	688	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
690	689	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
691	690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
692	691					
693	692	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
694	693	ADJACENT OFF-SITE				
695	694	PLANNING				
696	695	Planning	Per Request	NRFA3		\$1,254.32
697	696	CONDUIT				
698	697	Conduit Space	Per Innerduct	S8GEW	\$1.17	
699	698	INTERCONNECTION COSTS:				
700	699	ILEC TO CLEC CONNECTION				
701	700	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
702	701	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
703	702	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
704	703	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
705	704	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
		AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
705	704	ADJACENT OFF-SITE				
706	705	PLANNING				
707	706	Planning	Per Request	NRFA3		\$1,254.32
708	707	CONDUIT				
709	708	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	709	INTERCONNECTION COSTS:				
711	710	ILEC TO CLEC CONNECTION				
712	711	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	712	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717	716					
718	717	RATES AND CHARGES FOR				
719	718	COMPLETE SPACE DISCONTINUANCE				
720	719	Application Fee	Per Request	NRFX1		\$503.95
721	720	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	722	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	724	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	726	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	732	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	733	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	734	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738	737					
739	738	RATES AND CHARGES FOR				
740	739	SPACE REASSIGNMENT/RETENCILING				
741	740	Application Fee	Per Request	NRFXK		\$503.95
742	741	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	744	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	748	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	749	Timing Record Book Update	Per element	NRFTX		\$45.98
751	750	Interconnection Records Update	Per element	NRFXU		\$296.61
752	751	Power Records Update	Per element	NRFXV		\$355.94
753	752	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754	753					
755	754	RATES AND CHARGES FOR				
756	755	POWER REDUCTION (CABLE REMOVAL)				
757	756	Application Fee	Per Request	NRFXX		\$503.95
758	757	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFXY		\$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73
761	760					
762	761	RATES AND CHARGES FOR				
763	762	POWER REDUCTION (REFUSING ONLY)				
764	763	Application Fee	Per Request	NRFY2		\$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
769	768	Power Records Update	Per element	NRFY7		\$355.94
770	769	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
773	772	Power Records Update	Per element	NRFYB		\$355.94
774	773	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775	774					
776	775	RATES AND CHARGES FOR				
777	776	INTERCONNECTION TERMINATION REDUCTION				
778	777	Application Fee	Per Request	NRFYD		\$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	780	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	782	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	783	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.2 As used herein, **AT&T MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission ("MPSC") Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing AT&T-LEC's OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T MI** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **AT&T MI** 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 delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AT&T-LEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **AT&T MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on AT&T's Internet website. **AT&T MI** agrees to post the Business Rules on AT&T's Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from

such state Commission order, and compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 Any payment by AT&T MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

AT&T – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the AT&T – Michigan Performance Measurement Appendix. Please refer to the Appendix and the AT&T CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

New

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

Bill Credit

Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (314) 957-2595

Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your AT&T Account Manager to obtain the additional forms.

Signed by: _____

Date: _____

Print Name: _____

Title: _____

APPENDIX-PRICING (OHIO)

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APPENDIX PRICING (OHIO)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 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, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, *after the effective date of such order*, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **AT&T OHIO** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that 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. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon AT&T Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, AT&T Illinois shall begin billing CLEC 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 AT&T Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days *after the effective date of such Commission order*, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T OHIO will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T OHIO and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

- 1.9 AT&T OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, AT&T OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set

forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and AT&T OHIO provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in AT&T OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at AT&T OHIO's current generic contract rate for the Product or Service set forth in AT&T OHIO's applicable state-specific generic pricing schedule as published on AT&T OHIO's CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 AT&T OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by AT&T OHIO for that Product or Service and incorporated into AT&T OHIO's current state-specific generic pricing schedule as published on AT&T OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and AT&T OHIO provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T OHIO shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T OHIO shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

1.10.2 AT&T OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of AT&T OHIO's right to charge and collect payment for such Products and/or Services.

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 Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 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.
 - 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T OHIO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T OHIO 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 Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AT&T OHIO network, without any changes to AT&T OHIO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AT&T OHIO to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. **BILLING**

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

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
April 4, 2007**

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/SIGECOM, LLC

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring	
2	NETWORK ELEMENTS				
3	Loops				
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46	See NRC prices below	
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52	See NRC prices below	
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65	See NRC prices below	
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61	See NRC prices below	
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50	See NRC prices below	
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72	See NRC prices below	
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61	See NRC prices below	
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50	See NRC prices below	
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72	See NRC prices below	
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67	See NRC prices below	
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76	See NRC prices below	
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99	See NRC prices below	
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46	See NRC prices below	
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15	See NRC prices below	
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50	See NRC prices below	
19	Conditioning for dB Loss			See NRC prices below	
20	4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75	See NRC prices below	
21	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 29.31	See NRC prices below	
22	4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81	See NRC prices below	
23	2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49	See NRC prices below	
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10	See NRC prices below	
25	2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96	See NRC prices below	
26	DS1 - Metro (Access Area B)	4U1XB	\$ 31.77		
27	DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79		
28	DS1 - Rural (Access Area D)	4U1XD	\$ 50.38		
29	DS3 - Metro (Access Area B)	U4D3A	\$ 335.08		
30	DS3 - Suburban (Access Area C)	U4D3B	\$ 409.73		
31	DS3 - Rural (Access Area D)	U4D3C	\$ 523.90		
32	DSL Capable Loops				
33	2-Wire xDSL Loop				
34	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below	
35	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below	
36	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below	
37					
38	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below	
39	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below	
40	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below	
41					
42	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below	
43	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below	
44	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below	
45					
46	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below	
47	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below	
48	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below	
49					
50	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below	
51	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below	
52	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below	
53					
54	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below	
55	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below	
56	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below	
57	4-Wire xDSL Loop				
58	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below	
59	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below	
60	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below	
61	IDSL Capable Loop				
62	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below	
63	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below	
64	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below	
65					
66	Loop Non-Recurring Charges				
67	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02	N/A
68	Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02	N/A
69	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61	N/A
70	Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61	N/A

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
April 4, 2007**

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/SIGECOM, LLC

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring	
71	Loop Non-Recurring Charges (DS3 Loops)				
72	## DS3 - Administrative	NR9OY	N/A	\$ 205.57	N/A
73	## DS3 - Design & Central Office	NR9O1	N/A	\$ 643.36	N/A
74	## DS3 - Customer Connection	NR9O3	N/A	\$ 219.32	N/A
75					
76	Service Coordination fee per account, per CO.		\$ 0.48		
77					
78	LST				
79	## Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 172.76	
80	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 153.03	
81					
82	Loop Qualification Process				
83	** Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.00	N/A
84	** Loop Qualification Process - Manual	NRBXU	N/A	\$ 22.50	N/A
85					
86	** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to				
87	retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement;				
88	or (3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.				
89					
90	xDSL Conditioning Options				
91					
92	*** DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A	\$ 10.28	N/A
93	*** DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A	\$ 66.10	N/A
94					
95	DSL Conditioning Options - >12KFT and < 17.5KFT				
96	*** Removal of Repeater Options	NRBXV	N/A	\$ 0.00	N/A
97	*** Removal Bridged Tap Option	NRBXW	N/A	\$ 0.00	N/A
98	*** Removal of Load Coil	NRBXZ	N/A	\$ 0.00	N/A
99	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
100	*** Removal of Repeater Options	NRBNL	N/A	\$ 0.00	N/A
101	*** Removal Bridged Tap Option	NRBNK	N/A	\$ 0.00	N/A
102	*** Removal of Load Coil	NRBNJ	N/A	\$ 0.00	N/A
103					
104					
105	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who				
106	ordered/orders an xDSL capable loop, the HFPL and /or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates:				
107	For loops 17,500 feet in actual loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim				
108	PUCO Rates"). However, due to necessary programming changes, these Interim PUCO Rates will not be implemented in OH until in or				
109	around December 2003. When implemented, the Parties acknowledge and agree that the Interim PUCO Rates shall automatically apply				
110	to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to March 13, 2003 ("Rate Effective Date");				
111	and shall apply on a prospective basis until the establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop				
112	rate(s), the Interim PUCO Rates shall be subject to retroactive true-up with the PUCO final loop conditioning rate(s) back to the Rate Effective				
113	Date.				
114					
115	Remove All or Non-Excessive Bridged Tap (RABT) - MMP				
116	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 245.00	
117	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 634.27	
118	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 245.00	
119	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 245.00	
120					
121	SUB-LOOPS				
122	## ECS to SAI sub-loop				
123	## 2 Wire Analog - area B	PENDING	\$ 1.77	See NRC prices below	
124	## 2 Wire Analog - Area C	PENDING	\$ 1.72	See NRC prices below	
125	## 2 Wire Analog - area D	PENDING	\$ 1.68	See NRC prices below	
126	## 4 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below	
127	## 4 Wire Analog - area C	PENDING	\$ 3.45	See NRC prices below	
128	## 4 Wire Analog - area D	PENDING	\$ 3.37	See NRC prices below	
129	## 2 Wire DSL - area B	PENDING	\$ 1.77	See NRC prices below	
130	## 2 Wire DSL - area C	PENDING	\$ 1.70	See NRC prices below	
131	## 2 Wire DSL - area D	PENDING	\$ 1.66	See NRC prices below	
132	## 4 Wire DSL - area B	PENDING	\$ 3.54	See NRC prices below	
133	## 4 Wire DSL - area C	PENDING	\$ 3.40	See NRC prices below	
134	## 4 Wire DSL - area D	PENDING	\$ 3.33	See NRC prices below	
135	## ECS to Terminal sub-loop				
136	## 2 Wire Analog - area B	PENDING	\$ 3.39	See NRC prices below	
137	## 2 Wire Analog - Area C	PENDING	\$ 4.54	See NRC prices below	
138	## 2 Wire Analog - area D	PENDING	\$ 5.83	See NRC prices below	
139	## 4 Wire Analog - area B	PENDING	\$ 6.78	See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
April 4, 2007**

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/SIGECOM, LLC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
140	##	4 Wire Analog - area C	PENDING	\$ 9.09	See NRC prices below
141	##	4 Wire Analog - area D	PENDING	\$ 11.66	See NRC prices below
142	##	2 Wire DSL - area B	PENDING	\$ 3.39	See NRC prices below
143	##	2 Wire DSL - area C	PENDING	\$ 4.52	See NRC prices below
144	##	2 Wire DSL - area D	PENDING	\$ 5.81	See NRC prices below
145	##	4 Wire DSL - area B	PENDING	\$ 6.77	See NRC prices below
146	##	4 Wire DSL - area C	PENDING	\$ 9.04	See NRC prices below
147	##	4 Wire DSL - area D	PENDING	\$ 11.62	See NRC prices below
148	##	ECS to NID sub-loop			
149	##	2 Wire Analog - area B	PENDING	\$ 6.03	See NRC prices below
150	##	2 Wire Analog - Area C	PENDING	\$ 7.29	See NRC prices below
151	##	2 Wire Analog - area D	PENDING	\$ 8.60	See NRC prices below
152	##	4 Wire Analog - area B	PENDING	\$ 9.41	See NRC prices below
153	##	4 Wire Analog - area C	PENDING	\$ 12.44	See NRC prices below
154	##	4 Wire Analog - area D	PENDING	\$ 15.12	See NRC prices below
155	##	2 Wire DSL - area B	PENDING	\$ 6.03	See NRC prices below
156	##	2 Wire DSL - area C	PENDING	\$ 7.27	See NRC prices below
157	##	2 Wire DSL - area D	PENDING	\$ 8.58	See NRC prices below
158	##	4 Wire DSL - area B	PENDING	\$ 9.41	See NRC prices below
159	##	4 Wire DSL - area C	PENDING	\$ 12.40	See NRC prices below
160	##	4 Wire DSL - area D	PENDING	\$ 15.08	See NRC prices below
161	##	SAI to Terminal sub-loop			
162	##	2 Wire Analog - area B	PENDING	\$ 2.08	See NRC prices below
163	##	2 Wire Analog - Area C	PENDING	\$ 3.30	See NRC prices below
164	##	2 Wire Analog - area D	PENDING	\$ 4.63	See NRC prices below
165	##	4 Wire Analog - area B	PENDING	\$ 4.16	See NRC prices below
166	##	4 Wire Analog - area C	PENDING	\$ 6.59	See NRC prices below
167	##	4 Wire Analog - area D	PENDING	\$ 9.27	See NRC prices below
168	##	2 Wire DSL - area B	PENDING	\$ 2.07	See NRC prices below
169	##	2 Wire DSL - area C	PENDING	\$ 3.27	See NRC prices below
170	##	2 Wire DSL - area D	PENDING	\$ 4.61	See NRC prices below
171	##	4 Wire DSL - area B	PENDING	\$ 4.15	See NRC prices below
172	##	4 Wire DSL - area C	PENDING	\$ 6.55	See NRC prices below
173	##	4 Wire DSL - area D	PENDING	\$ 9.23	See NRC prices below
174	##	SAI to NID sub-loop			
175	##	2 Wire Analog - area B	PENDING	\$ 4.72	See NRC prices below
176	##	2 Wire Analog - Area C	PENDING	\$ 6.05	See NRC prices below
177	##	2 Wire Analog - area D	PENDING	\$ 7.41	See NRC prices below
178	##	4 Wire Analog - area B	PENDING	\$ 6.79	See NRC prices below
179	##	4 Wire Analog - area C	PENDING	\$ 9.95	See NRC prices below
180	##	4 Wire Analog - area D	PENDING	\$ 12.73	See NRC prices below
181	##	2 Wire DSL - area B	PENDING	\$ 4.71	See NRC prices below
182	##	2 Wire DSL - area C	PENDING	\$ 6.03	See NRC prices below
183	##	2 Wire DSL - area D	PENDING	\$ 7.39	See NRC prices below
184	##	4 Wire DSL - area B	PENDING	\$ 6.78	See NRC prices below
185	##	4 Wire DSL - area C	PENDING	\$ 9.91	See NRC prices below
186	##	4 Wire DSL - area D	PENDING	\$ 12.69	See NRC prices below
187	##	Terminal to NID sub-loop			
188	##	2 Wire Analog - area B	PENDING	\$ 2.86	See NRC prices below
189	##	2 Wire Analog - Area C	PENDING	\$ 2.97	See NRC prices below
190	##	2 Wire Analog - area D	PENDING	\$ 3.00	See NRC prices below
191	##	4 Wire Analog - area B	PENDING	\$ 2.78	See NRC prices below
192	##	4 Wire Analog - area C	PENDING	\$ 3.62	See NRC prices below
193	##	4 Wire Analog - area D	PENDING	\$ 3.75	See NRC prices below
194	##	2 Wire DSL - area B	PENDING	\$ 2.86	See NRC prices below
195	##	2 Wire DSL - area C	PENDING	\$ 2.97	See NRC prices below
196	##	2 Wire DSL - area D	PENDING	\$ 3.00	See NRC prices below
197	##	4 Wire DSL - area B	PENDING	\$ 2.78	See NRC prices below
198	##	4 Wire DSL - area C	PENDING	\$ 3.62	See NRC prices below
199	##	4 Wire DSL - area D	PENDING	\$ 3.75	See NRC prices below
200	##	NID sub-loop element			
201	##	2 Wire Analog - area B	PENDING	\$ 0.18	See NRC prices below
202	##	2 Wire Analog - Area C	PENDING	\$ 0.18	See NRC prices below
203	##	2 Wire Analog - area D	PENDING	\$ 0.18	See NRC prices below
204	##	4 Wire Analog - area B	PENDING	\$ 0.35	See NRC prices below
205	##	4 Wire Analog - area C	PENDING	\$ 0.33	See NRC prices below
206	##	4 Wire Analog - area D	PENDING	\$ 0.33	See NRC prices below
207	##	2 Wire DSL - area B	PENDING	\$ 0.18	See NRC prices below
208	##	2 Wire DSL - area C	PENDING	\$ 0.18	See NRC prices below
209	##	2 Wire DSL - area D	PENDING	\$ 0.18	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
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NA - Not Applicable

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
April 4, 2007**

APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/SIGECOM, LLC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
210	##	4 Wire DSL - area B	PENDING	\$ 0.35	See NRC prices below
211	##	4 Wire DSL - area C	PENDING	\$ 0.33	See NRC prices below
212	##	4 Wire DSL - area D	PENDING	\$ 0.33	See NRC prices below
213	##	2 Wire ISDN Compatible - area B	PENDING	\$ 0.18	See NRC prices below
214	##	2 Wire ISDN Compatible - area C	PENDING	\$ 0.18	See NRC prices below
215	##	2 Wire ISDN Compatible - area D	PENDING	\$ 0.18	See NRC prices below
216	##	4 Wire DS1 Compatible - area B	PENDING	TBD	See NRC prices below
217	##	4 Wire DS1 Compatible - area C	PENDING	TBD	See NRC prices below
218	##	4 Wire DS1 Compatible - area D	PENDING	TBD	See NRC prices below
219	##	Sub-Loop Non-Recurring Charges			
220	##	2-Wire Analog Sub-Loop	PENDING		\$ 217.57
221	##	4-Wire Analog Sub-Loop	PENDING		\$ 218.54
222	##	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 250.83
223	##	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 255.11
224	##	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 278.37
225	##	4-Wire DS1 Digital Sub-Loop	PENDING		\$ 470.27
226	##	Sub-Loop Service Order Charge			
227	##	Establish, per occasion	PENDING		\$ 16.23
228	##	Sub-Loop Line Connection Charge			
229	##	per occasion	PENDING		\$ 31.00
230					
231		Cross Connects			
232		2-Wire	CXCT2	\$ 0.15	N/A
233		4-Wire	CXCT4	\$ 0.29	N/A
234		DS1/LT1	CXCDX	\$ 0.40	N/A
235		DS3/LT3	CXC8X	\$ 0.70	N/A
236	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 30.54	N/A
237					
238		Dedicated Transport			
239		Interoffice Transport:			
240		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 14.79	N/A
241		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.64	N/A
242		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 127.75	N/A
243		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 21.61	N/A
244		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 127.75	N/A
245		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 21.61	N/A
246					
247		Multiplexing			
248		DS1 to Voice Grade	QMVX1-X3	\$ 279.80	N/A
249		DS3 to DS1	QM3X1-X3	\$ 372.85	N/A
250					
251		Dedicated Transport Cross Connects			
252		DS1	CXCDX	\$ 0.40	N/A
253		DS3	CXCEX	\$ 0.70	N/A
254					
255		Dedicated Transport Optional Features & Functions			
256		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3		\$ 402.28
257					
258		Dedicated Transport Installation & Rearrangement Charges			
259		DS1 Administration Charge - Per Order	ORCMX	N/A	\$ 394.30
260		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 624.17
261		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 512.19
262		DS3 Administration Charge - Per Order	ORCMX	N/A	\$ 299.28
263		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 663.29
264		Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 351.77
265					
266		Dark Fiber			
267	##	Dark Fiber Interoffice			
268	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 75.79	N/A
269	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.00	N/A
270	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 3.20	N/A
271	##	Inquiry (Per Request)			
272	##	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$ 290.65
273	##	FIRM ORDER (Per Fiber Strand)			
274	##	Administrative per Order			
275	##	Connect	NRB51	N/A	\$ 11.53
276	##	Disconnect	NR9H2	N/A	\$ 10.21
277	##	Connect	NRB52	N/A	\$ 343.23
278	##	Disconnect	NR9H3	N/A	\$ 90.67
279	##	Dark Fiber Interoffice Transport - NRC			

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**THE OHIO BELL
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APPENDIX PRICING/ISP-BOUND ONLY
ATT OH/SIGECOM, LLC

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
280	##	Connect	NRB54	N/A	\$ 414.95
281	##	Disconnect	NR9H5	N/A	\$ 160.42
282					
283		Routine Modifications			
284		Routine Modifications of Existing Facilities Charge	N3RUE	N/A	ICB
285					
286		LNP			
287		****Local Number Portability	NSR	\$0.00	N/A
288		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing			
289		effective October 1, 2004.			
290		Maintenance of Service Charge	VRP	N/A	\$ 71.00
291					
292		OTHER			
293	##	Directory Assistance			
294		Directory Assistance, per call	OPEN	\$ 0.40	N/A
295		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A
296		Reverse Directory Assistance (RDA), per call		\$ 0.65	
297		Business Category Search (BCS), per call	OPEN	\$ 0.65	N/A
298		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A
299					
300		OS/DA Automated Call Greeting and References/Rates			
301	##	Branding - Other - Initial/Subsequent Load, per switch	OPEN	N/A	\$ 1,800.00
302	##	Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A
303	##	Branding - Facility Based - Initial/Subsequent Load			
304	##	- Branding, per trunk group	OPEN	N/A	\$ 800.00
305	##	Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00
306	##	Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00
307					
308		Operator Services			
309		Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A
310		Operator Assisted Call Processing - All Types (including Busy Line Verify [BLV] and BLV/Emergency Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A
311					
312	##	DA Listing Liscense			
313	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
314	##	- per listing for initial load	OPEN	N/A	\$ 0.040
315	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
316	##	Option #2 Full File (all states inclusive) Billable Release			
317	##	- per listing for initial load	OPEN	N/A	\$ 0.020
318	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
319	##	- per usage/query	OPEN	N/A	\$ 0.020
320	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
321	##	- per listing for initial load	OPEN	N/A	\$ 0.050
322	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.060
323	##	Option #4 Pick & Choose (by state) Billable Release			
324	##	- per listing for initial load	OPEN	N/A	\$ 0.020
325	##	- per listing for subsequent updates	OPEN	N/A	\$ 0.030
326	##	- per usage/query	OPEN	N/A	\$ 0.020
327					
328		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A
329		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	\$ 0.05	
330					
331		Structure Access - Poles & Ducts		Annually	
332		Poles (\$/attachment/yr.)* ##	OPEN	\$ 2.36	
333		Per Foot Conduit Occupancy Fees ##			
334		Full Duct (\$/ft/yr.)	OPEN	\$ 0.94	
335		Half Duct (\$/ft/yr)	OPEN	\$ 0.47	
336		Application fee	OPEN		\$ 200.00
337		Unauthorized Attachment Fee per Pole			\$ 500.00
338		Unauthorized Occupancy Fee per Conduit Foot			\$ 50.00
339		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
340		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
341	##	Note: All pole and conduit license fees are for a period of one year from January 1 thru December 31,			
342		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.			
343		New rates will be communicated to CLEC no later than November 1st for the succeeding year			
344					
345		Emergency Number Service Access			
346		911 Selective Router Interconnection			
347		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98

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APPENDIX PRICING/ISP-BOUND ONLY
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
348		-Each DSO installed	USAGE	N/A	\$ 364.69
349		-Analog Channel Interface	EVG9X	\$ 28.72	\$ 436.62
350		ANI/ALI/SR and Database Management			
351		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
352		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
353		911 Selective Router Switch Administration			
354		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
355					
356		INTERCARRIER COMPENSATION			
357		End Office Local Termination			
358		Duration charge, per MOU	USAGE	\$ 0.003600	
359		Tandem Switching			
360		Duration charge, per MOU	USAGE	\$ 0.000623	
361		Tandem Transport Termination, per MOU	USAGE	\$ 0.000146	
362		Tandem Transport Facility Mileage, per MOU per mile	USAGE	\$ 0.000006	
363					
364		Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$ 0.0007	
365					
366	##	Rate elements not included in TELRIC order			
367		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
368	/I/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS			
369		Combinations. Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates			
370		is interim and subject to AT&T Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration,			
371		appeal, further PUCO action, or other change of law. The Parties also acknowledge and agree that the interim rates set forth are			
372		subject to true-up or true-down pending PUCO established rates.			
373		RESALE		RESALE DISCOUNTS	RESALE DISCOUNTS
374		BUSINESS		RECURRING	NON- RECURRING
375		LOCAL EXCHANGE SERVICE			
376		Business 1 Party	RESALE	20.29%	20.29%
377		Business - Measured	RESALE	20.29%	20.29%
378		Customer Operated Pay Telephone (COPT)	RESALE	N/A	20.29%
379					
380		EXPANDED LOCAL CALLING			
381		Extended Area Service	RESALE	20.29%	20.29%
382					
383		VERTICAL SERVICES			
384		Anonymous Call Rejection	RESALE	20.29%	20.29%
385		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
386		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
387		Call Blocker	RESALE	20.29%	20.29%
388		Call Forwarding	RESALE	20.29%	20.29%
389		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
390		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
391		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
392		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
393		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
394		Call Trace	RESALE	20.29%	20.29%
395		Call Waiting	RESALE	20.29%	20.29%
396		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
397		Caller ID (Calling Number)	RESALE	20.29%	20.29%
398		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
399		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
400		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
401		Selective Call Forwarding	RESALE	0.00%	0.00%
402		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
403		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
404		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
405		RCF, Intrastate	RESALE	20.29%	20.29%
406		RCF, Interstate, International	RESALE	20.29%	20.29%
407		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
408		RCF to 800	RESALE	20.29%	20.29%
409		RCF Additional	RESALE	20.29%	20.29%
410		Speed Calling 8	RESALE	20.29%	20.29%
411		Speed Calling 30	RESALE	20.29%	20.29%
412		Three Way Calling	RESALE	20.29%	20.29%
413		Call Screening	RESALE	20.29%	20.29%
414		Busy Line Transfer	RESALE	20.29%	20.29%
415		Alternate Answer	RESALE	20.29%	20.29%

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APPENDIX PRICING/ISP-BOUND ONLY
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
416		Message Waiting - Tone	RESALE	20.29%	20.29%
417		Easy Call	RESALE	20.29%	20.29%
418		Prime Number Service	RESALE	20.29%	20.29%
419		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
420		Name and Number Delivery Service	RESALE	20.29%	20.29%
421					
422		DID			
423		DID	RESALE	20.29%	20.29%
424					
425		TRUNKS			
426		Trunk	RESALE	20.29%	20.29%
427					
428		AIN			
429		Area Wide Networking	RESALE	20.29%	20.29%
430		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
431		AT&T Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
432		AT&T Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
433					
434		OTHER			
435		Grandfathered Services	RESALE	0.00%	0.00%
436		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
437		TouchTone (Business)	RESALE	20.29%	20.29%
438		TouchTone (Trunk)	RESALE	20.29%	20.29%
439					
440		Data Services			
441		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
442		PBX Trunks	RESALE	20.29%	20.29%
443		Mult-Service Optical Network (MON)	RESALE	20.29%	20.29%
444		OCn-PTP	RESALE	20.29%	20.29%
445		ADTS-E	RESALE	20.29%	20.29%
446		DS0	RESALE	20.29%	20.29%
447		DS1	RESALE	20.29%	20.29%
448		DS3	RESALE	20.29%	20.29%
449					
450		ISDN			
451		ISDN	RESALE	20.29%	20.29%
452					
453		DIRECTORY ASSISTANCE / OPERATOR SERVICES			
454		Local Operator Assistance Service	RESALE	20.29%	N/A
455		Local Directory Assistance	RESALE	20.29%	N/A
456					
457		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A
458		Reverse Directory Assistance (RDA), per call		\$ 0.65	
459		Business Category Search (BCS), per call	OPEN	\$ 0.65	N/A
460		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A
461					
462		OS/DA Automated Call Greeting and References / Rates			
463		Branding - Other - Initial/Subsequent Load, per switch		N/A	\$ 1,800.00
464		Branding and Reference/Rate Look Up, per OS/DA call		\$ 0.03	
465		Rate Reference - Initial Load, per state, per OCN		N/A	\$ 5,000.00
466		Rate Reference - Subsequent Load, per state, per OCN		N/A	\$ 1,500.00
467					
468		TOLL			
469		TOLL	RESALE	20.29%	20.29%
470					
471		OPTIONAL TOLL CALLING PLANS			
472		Optional Toll Calling Plans	RESALE	20.29%	20.29%
473					
474		CENTREX (PLEXAR)			
475		CENTREX ACS	RESALE	20.29%	20.29%
476		CENTREX ACS AT&T Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
477					
478		PRIVATE LINE			
479		Analog Private Lines	RESALE	20.29%	20.29%
480		Private Line Channel Services	RESALE	20.29%	20.29%
481					

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482	RESIDENCE			RESALE DISCOUNTS	
483		LOCAL EXCHANGE SERVICE		RECURRING	NON- RECURRING
484		Life Line	RESALE	0.00%	0.00%
485		Residence 1 Party	RESALE	20.29%	20.29%
486		Residence Measured	RESALE	20.29%	20.29%
487					
488		EXPANDED LOCAL CALLING			
489		Extended Area Service	RESALE	20.29%	20.29%
490					
491		VERTICAL SERVICES			
492		Anonymous Call Rejection	RESALE	20.29%	20.29%
493		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
494		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
495		Call Blocker	RESALE	20.29%	20.29%
496		Call Forwarding	RESALE	20.29%	20.29%
497		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
498		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
499		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
500		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
501		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
502		Call Trace	RESALE	20.29%	20.29%
503		Call Waiting	RESALE	20.29%	20.29%
504		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
505		Caller ID (Calling Number)	RESALE	20.29%	20.29%
506		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
507		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
508		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
509		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
510		RCF, Intrastate	RESALE	20.29%	20.29%
511		RCF, Interstate, International	RESALE	20.29%	20.29%
512		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
513		RCF to 800	RESALE	20.29%	20.29%
514		RCF Additional	RESALE	20.29%	20.29%
515		Selective Call Forwarding	RESALE	20.29%	20.29%
516		Speed Calling 8	RESALE	20.29%	20.29%
517		Three Way Calling	RESALE	20.29%	20.29%
518		Call Screening	RESALE	20.29%	20.29%
519		Busy Line Transfer	RESALE	20.29%	20.29%
520		Alternate Answer	RESALE	20.29%	20.29%
521		Message Waiting - Tone	RESALE	20.29%	20.29%
522		Easy Call	RESALE	20.29%	20.29%
523		AT&T Ohio Privacy Manager	RESALE	20.29%	20.29%
524		Name and Number Delivery Service	RESALE	20.29%	20.29%
525					
526		ISDN			
527		ISDN	RESALE	20.29%	20.29%
528					
529		OTHER			
530					
531		Grandfathered Services	RESALE	0.00%	0.00%
532		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
533		TouchTone	RESALE	20.29%	20.29%
534		Home Services Packages	RESALE	20.29%	20.29%
535					
536		TOLL			
537					
538		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
539		IntraLATA MTS	RESALE	20.29%	20.29%
540		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
541		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
542		Access Services (See Access Tariff)	RESALE	0%	0%
543		Additional Directory Listings	RESALE	20.29%	20.29%
544		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
545		Connection Services	RESALE	20.29%	20.29%
546		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
547		Shared Tenant Service	RESALE	0%	0%
548		Toll Restriction	RESALE	20.29%	20.29%
549		Restoral of Service Charge	RESALE	0%	0%

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550					
551		Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
552		per message			
553					
554		Local disconnect Report (LDR)			
555		Per WTN	RESALE	\$0.00	
556					
557		Line Connection Charge			
558		Complex (Residence)	RESALE		20.29%
559		Complex (Business)	RESALE		20.29%
560		Simple (Residence)	RESALE		20.29%
561		Simple (Business)	RESALE		20.29%
562					
563		Service Order/Service Request Charge			
564		Complex (Residence)	RESALE		20.29%
565		Complex (Business)	RESALE		20.29%
566		Simple (Residence)	RESALE		20.29%
567		Simple (Business)	RESALE		20.29%
568					
569		Non-Electronic (Manual) Service Order Charge			
570		Complex (Residence)	RESALE		\$ 9.02
571		Complex (Business)	RESALE		\$ 9.02
572		Simple (Residence)	RESALE		\$ 9.02
573		Simple (Business)	RESALE		\$ 9.02

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/SIGECOM, LLC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	1	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	2	REAL ESTATE				
4	3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	6	COMMON SYSTEMS				
8	7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	8	PLANNING				
10	9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	10	Planning	Per Request	NRFCN		\$5,244.43
12	11	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
13	12	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
14	13	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
15	14	Planning - Non-Standard	Per Request	NRFCN		\$1,436.00
16	15	POWER PROVISIONING				
17	16	Power Panel:				
18	17	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	18	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	19	Power Cable and Infrastructure:				
21	20	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
23	22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
25	24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
26	25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	27	Equipment Grounding:				
29	28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	29	DC POWER AMPERAGE CHARGE				
31	30	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	31	Per Amp	Per Amp	S8GCR	\$10.61	
33	32	FIBER CABLE PLACEMENT				
34	33	Central Office:				
35	34	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	36	MISCELLANEOUS & OPTIONAL COST:				
38	37	MISCELLANEOUS COSTS				
39	38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	39	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
41	40	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	41	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	42	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	43	CAGE COMMON COSTS				
45	44	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
46	45	INTERCONNECTION COSTS:				
47	46	ILEC TO CLEC CONNECTION				
48	47	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	48	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	49	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	50	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	51	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	52	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	53	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.58	\$698.82
55	54	CLEC TO CLEC CONNECTION				
56	55	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	56	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	57	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	58	Route Design		NRFCX		\$424.88
60	59	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	60	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	61	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	62	TIME SENSITIVE ACTIVITIES				
64	63	PRE-VISITS				
65	64	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	65	Comm. Tech - Craft	Per 1/4 Hour	NRFCF		\$19.60
67	66	CO Manager - 1st Level	Per 1/4 Hour	NRFCN		\$19.72
68	67	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
69	68	CONSTRUCTION VISITS				
70	69	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	70	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
72	71					
73	72	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	73	REAL ESTATE				
75	74	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	75	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	76	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
April 24, 2007**

ATT OH/SIGECOM, LLC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
78	77	COMMON SYSTEMS				
79	78	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	79	PLANNING				
81	80	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	81	Planning	Per Request	NRFCB		\$5,244.43
83	82	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
84	83	Planning - Subsequent Power Cabling	Per Request	NRFCB		\$2,306.10
85	84	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	85	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00
87	86	POWER PROVISIONING				
88	87	Power Panel:				
89	88	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	89	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	90	Power Cable and Infrastructure:				
92	91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
93	92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
95	94	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
96	95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	97	Equipment Grounding:				
99	98	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	99	DC POWER AMPERAGE CHARGE				
101	100	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	101	Per Amp	Per Amp	S8GCR	\$10.61	
103	102	FIBER CABLE PLACEMENT				
104	103	Central Office:				
105	104	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	105	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	106	MISCELLANEOUS & OPTIONAL COST:				
108	107	MISCELLANEOUS COSTS				
109	108	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	109	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
111	110	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	111	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	112	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	113	CAGE COMMON COSTS				
115	114	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	115	INTERCONNECTION COSTS:				
117	116	ILEC TO CLEC CONNECTION				
118	117	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	118	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	119	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	120	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	121	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	122	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	123	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	124	CLEC TO CLEC CONNECTION				
126	125	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	126	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	127	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	128	Route Design		NRFCX		\$424.88
130	129	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	130	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	131	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	132	TIME SENSITIVE ACTIVITIES				
134	133	PRE-VISITS				
135	134	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	135	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60
137	136	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
138	137	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	138	CONSTRUCTION VISITS				
140	139	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	140	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142	141					
143	142	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
144	143	CAGELESS				
145	144	REAL ESTATE				
146	145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
147	146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
148	147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
149	148	COMMON SYSTEMS				
150	149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
151	150	PLANNING				
152	151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
153	152	Planning	Per Request	NRFCJ		\$4,601.93
154	153	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$2,267.04
155	154	Planning - Subsequent Power Cabling	Per Request	NRFCB		\$2,306.10

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
COLLOCATION RATE SUMMARY
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ATT OH/SIGECOM, LLC

A		B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
155	154	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	155	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
157	156	POWER PROVISIONING				
158	157	Power Panel:				
159	158	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	159	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	160	Power Cable and Infrastructure:				
162	161	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	162	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
164	163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	164	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
166	165	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
167	166	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	167	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	168	Equipment Grounding:				
170	169	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	170	DC POWER AMPERAGE CHARGE				
172	171	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	172	Per Amp	Per Amp	S8GCR	\$10.61	
174	173	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	174	FIBER CABLE PLACEMENT				
176	175	Central Office:				
177	176	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	177	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	178	CEV, HUT & Cabinets:				
180	179	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	180	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	181	MISCELLANEOUS & OPTIONAL COST:				
183	182	MISCELLANEOUS COSTS				
184	183	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	184	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
186	185	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	186	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	187	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	188	CAGELESS / POT BAY OPTIONS				
190	189	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	190	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	191	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	192	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	193	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	194	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	195	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	196	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	197	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	198	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	199	CEV, HUT, CABINET				
201	200	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	201	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	202	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	203	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	204	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	205	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	206	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	207	INTERCONNECTION COSTS:				
209	208	ILEC TO CLEC CONNECTION				
210	209	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	210	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	211	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	212	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	213	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	214	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	215	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217	216	CLEC TO CLEC CONNECTION				
218	217	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	218	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	219	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	220	Route Design		NRFCX		\$424.88
222	221	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	222	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	223	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	224	PROJECT MANAGEMENT				
226	225	CEV, HUT & CABINET				
227	226	Project Coordination	Per CLEC Application	NRFCY		\$631.17
228	227	TIME SENSITIVE ACTIVITIES				
229	228	PRE-VISITS				
230	229	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	230	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
232	231	CO Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.72
233	232	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24

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ATT OH/SIGECOM, LLC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
234	233	CONSTRUCTION VISITS				
235	234	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	235	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237	236					
238	237	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
239	238	CAGELESS				
240	239	REAL ESTATE				
241	240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
242	241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
243	242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
244	243	COMMON SYSTEMS				
245	244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
246	245	PLANNING				
247	246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
248	247	Planning	Per Request	NRFCJ		\$4,601.93
249	248	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
250	249	Planning - Subsequent Power Cabling	Per Request	NRFCG		\$2,306.10
251	250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
252	251	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
253	252	POWER PROVISIONING				
254	253	Power Panel:				
255	254	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
256	255	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
257	256	Power Cable and Infrastructure:				
258	257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$5.83	\$2,100.33
259	258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
260	259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$8.35	\$2,424.71
261	260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$8.96	\$2,586.91
262	261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
263	262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
264	263	Equipment Grounding:				
265	264	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
266	265	DC POWER AMPERAGE CHARGE				
267	266	HVAC	Per 10 Amps	S8GCS	\$14.62	
268	267	Per Amp	Per Amp	S8GCR	\$10.61	
269	268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
270	269	FIBER CABLE PLACEMENT				
271	270	Central Office:				
272	271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
273	272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
274	273	CEV, HUT & Cabinets:				
275	274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
276	275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
277	276	MISCELLANEOUS & OPTIONAL COST:				
278	277	MISCELLANEOUS COSTS				
279	278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
280	279	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
281	280	Space Availability Report	Per Premise	NRFCQ		\$168.04
282	281	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
283	282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
284	283	CAGELESS / POT BAY OPTIONS				
285	284	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
286	285	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
287	286	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
288	287	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
289	288	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
290	289	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
291	290	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
292	291	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88
293	292	CEV, HUT, CABINET				
294	293	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
295	294	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
296	295	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
297	296	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
298	297	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
299	298	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
300	299	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
301	300	INTERCONNECTION COSTS:				
302	301	ILEC TO CLEC CONNECTION				
303	302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
304	303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
305	304	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
306	305	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
307	306	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
308	307	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
309	308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
310	309	CLEC TO CLEC CONNECTION				
311	310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
	311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	

THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
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ATT OH/SIGECOM, LLC

A		B		C		D		E		F	
1	Line	Product Type		Rate Element Description		USOC		Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)		
312	311	Cable Racking and Hole for DS3		Per Cable		S8GFG		\$0.50			
313	312	Route Design				NRFCX			\$424.88		
314	313	Connection for DS1		Per 28 Circuits		S8GFC		\$1.41	\$982.35		
315	314	Connection for DS3		Per Circuit		S8GFD		\$1.30	\$433.86		
316	315	Connection for Optical (Fiber)		Per Cable		S8GFB		\$1.38	\$1,404.07		
317	316	PROJECT MANAGEMENT									
318	317	CEV, HUT & CABINET									
319	318	Project Coordination		Per CLEC Application		NRFCX			\$631.17		
320	319	TIME SENSITIVE ACTIVITIES									
321	320	PRE-VISITS									
322	321	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour		NRFCR			\$23.23		
323	322	Comm. Tech - Craft		Per 1/4 Hour		NRFCS			\$19.60		
324	323	CO Manager - 1st Level		Per 1/4 Hour		NRFCV			\$19.72		
325	324	Floor Space Planning - 1st Level		Per 1/4 Hour		NRFCU			\$19.24		
326	325	CONSTRUCTION VISITS									
327	326	Project Manager - 1st Level		Per 1/4 Hour		NRFCV			\$19.24		
328	327	Colloc. Ser. Mgr. - 2nd Level		Per 1/4 Hour		NRFCZ			\$23.23		
329	328										
330	329	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON									
331	330	REAL ESTATE									
332	331	Site Conditioning		Per Frame (Standard Bay=10 sq ft)		S8FWC			\$92.81		
333	332	Safety & Security		Per Frame (Standard Bay=10 sq ft)		S8FWG			\$195.57		
334	333	Floor Space Usage		Per Linear Foot		S8GCO		\$24.87			
335	334	COMMON SYSTEMS									
336	335	Common Systems - Common		Per Linear Foot		S8GCP		\$3.62	\$294.37		
337	336	PLANNING									
338	337	Planning - Central Office		Per Linear Foot		S8GCC		\$0.44	\$29.24		
339	338	Planning		Per Request		NRFCJ			\$4,601.93		
340	339	Planning - Subsequent Inter. Cabling		Per Request		NRFCE			\$2,267.04		
341	340	Planning - Subsequent Power Cabling		Per Request		NRFCF			\$2,306.10		
342	341	Planning - Subs. Inter./Power Cabling		Per Request		NRFCG			\$2,884.60		
343	342	Planning - Non-Standard		Per Request		NRFCH			\$1,436.00		
344	343	POWER PROVISIONING									
345	344	Power Panel:									
346	345	50 Amp		Per Power Panel (CLEC provides)		NONE					
347	346	200 Amp		Per Power Panel (CLEC provides)		NONE					
348	347	Power Cable and Infrastructure:									
349	348	Power Cable Rack		Per Four Power Cables or Quad		NONE					
350	349	2-10 Amp Feeds		Per 2-10 Amp Power Feeds (CLEC Provided)		C1F31		\$0.25	\$48.23		
351	350	2-20 Amp Feeds		Per 2-20 Amp Power Feeds (CLEC Provided)		S8GF1		\$0.25	\$48.23		
352	351	2-30 Amp Feeds		Per 2-30 Amp Power Feeds (CLEC Provided)		C1F32		\$0.25	\$48.23		
353	352	2-40 Amp Feeds		Per 2-40 Amp Power Feeds (CLEC Provided)		C1F33		\$0.25	\$48.23		
354	353	2-50 Amp Feeds		Per 2-50 Amp Power Feeds (CLEC Provided)		S8GF2		\$0.25	\$48.23		
355	354	2-100 Amp Feeds		Per 2-100 Amp Power Feeds (CLEC Provided)		S8GF3		\$0.25	\$48.23		
356	355	Equipment Grounding:									
357	356	Ground Cable Placement		Per Linear Foot		S8GDC		\$0.13	\$5.93		
358	357	DC POWER AMPERAGE CHARGE									
359	358	HVAC		Per 10 Amps		S8GCS		\$14.62			
360	359	Per Amp		Per Amp		S8GCR		\$10.61			
361	360	FIBER CABLE PLACEMENT									
362	361	Central Office:									
363	362	Fiber Cable		Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)		S8FQ9		\$4.85	\$809.13		
364	363	Entrance Conduit		Per Fiber Cable Sheath		S8FW5		\$8.76			
365	364	MISCELLANEOUS & OPTIONAL COST:									
366	365	MISCELLANEOUS COSTS									
367	366	Timing Lead (1 pair per circuit)		Per Linear Foot, Per pair		S8F45		\$0.08	\$14.81		
368	367	Bits Timing		Based on two (2) leads per circuit		S8FQT		\$3.58	\$698.82		
369	368	Space Availability Report		Per Premise		NRFCQ			\$168.04		
370	369	Security Access / ID Cards		Per Five Cards		NRFCM			\$123.35		
371	370	Security Access / ID Cards/Expedite		Per Five Cards		NRFCN			\$203.35		
372	371	CAGE COMMON COSTS									
373	372	Cage Preparation		Per Linear Foot		S8GCJ		\$1.00	\$157.00		
374	373	INTERCONNECTION COSTS:									
375	374	ILEC TO CLEC CONNECTION									
376	375	Voice Grade Arrangement		100 Copper Pairs (CLEC provides cable)		S8F3E		\$3.86	\$156.02		
377	376	Voice Grade Arrangement		100 Shielded Pairs (CLEC provides cable)		S8FWV		\$3.86	\$156.02		
378	377	DS1 Arrangement - DCS		28 DS1 (CLEC provides cable)		S8F2J		\$295.42	\$3,105.79		
379	378	DS1 Arrangement - DSX		28 DS1 (CLEC provides cable)		S8F2P		\$6.07	\$486.89		
380	379	DS3 Arrangement - DCS		1 DS3 (CLEC provides cable)		S8F21		\$115.30	\$1,809.40		
381	380	DS3 Arrangement - DSX		1 DS3 (CLEC provides cable)		S8F25		\$5.69	\$116.67		
382	381	Fiber Arrangement		12 Fiber Pairs (CLEC provides cable)		S8F49		\$3.76	\$495.49		
383	382										
384	383	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON									
385	384	REAL ESTATE									
386	385	Site Conditioning		Per Bay		S8GCL			\$92.81		
387	386	Safety & Security		Per Frame		S8GCN			\$195.57		
388	387	Floor Space Usage		Per Linear Foot		S8GCO		\$24.87			

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ATT OH/SIGECOM, LLC

A		B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
389	388	COMMON SYSTEMS				
390	389	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	390	PLANNING				
392	391	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	392	Planning	Per Request	NRFCJ		\$4,601.93
394	393	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	394	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	395	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	396	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	397	POWER PROVISIONING				
399	398	Power Panel:				
400	399	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	400	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	401	Power Cable and Infrastructure:				
403	402	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$5.83	\$1,378.83
404	403	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	404	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$8.35	\$1,700.70
406	405	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$8.96	\$1,830.56
407	406	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	407	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	408	Equipment Grounding:				
410	409	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	410	DC POWER AMPERAGE CHARGE				
412	411	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	412	Per Amp	Per Amp	S8GCR	\$10.61	
414	413	FIBER CABLE PLACEMENT				
415	414	Central Office:				
416	415	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	416	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	417	MISCELLANEOUS & OPTIONAL COST:				
419	418	MISCELLANEOUS COSTS				
420	419	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	420	Bits Timing	Based on two (2) leads per circuit	S8GEJ	\$3.58	\$698.82
422	421	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	422	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	423	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	424	CAGE COMMON COSTS				
426	425	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	426	INTERCONNECTION COSTS:				
428	427	ILEC TO CLEC CONNECTION				
429	428	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	429	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	430	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	431	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	432	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58
434	433	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	434	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436	435					
437	436	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	437	REAL ESTATE				
439	438	Site Conditioning	Per Frame	S8FX5		\$92.81
440	439	Safety & Security	Per Frame	S8FX6		\$195.57
441	440	Floor Space Usage	Per Frame	S8F62	\$28.91	
442	441	COMMON SYSTEMS				
443	442	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	443	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	444	PLANNING				
446	445	Planning	Per Request	NRM99		\$5,555.76
447	446	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	447	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	448	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	449	POWER PROVISIONING				
451	450	Power Cable and Infrastructure:				
452	451	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	452	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
454	453	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	454	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
456	455	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
457	456	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	457	Equipment Grounding:				
459	458	Ground Cable Placement	Per Frame	S8F69	\$0.36	
460	459	DC POWER AMPERAGE CHARGE				
461	460	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	461	Per Amp	Per Amp	S8FXN	\$10.61	
463	462	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	

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A		B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
464	463	FIBER CABLE PLACEMENT				
465	464	Central Office:				
466	465	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	466	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	467	CEV, HUT & Cabinets:				
469	468	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	469	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	470	MISCELLANEOUS & OPTIONAL COST:				
472	471	MISCELLANEOUS COSTS				
473	472	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	473	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
475	474	VIRTUAL FRAME OPTIONS				
476	475	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	476	CEV, HUT, CABINET				
478	477	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	478	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	479	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	480	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	481	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	482	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	483	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	484	INTERCONNECTION COSTS:				
486	485	ILEC TO CLEC CONNECTION				
487	486	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	487	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	488	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	489	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	490	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	491	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	492	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	493	VIRTUAL TO VIRTUAL CONNECTION				
495	494	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	495	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	496	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	497	Route Design		NRLWF		\$463.36
499	498	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	499	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	500	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	501	PROJECT MANAGEMENT				
503	502	CEV, HUT & CABINET				
504	503	Project Coordination	Per CLEC Application Augment	NRFCX		\$631.17
505	504	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	505	CENTRAL OFFICE TYPE				
507	506	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	507	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
509	508	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	509	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	510	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
512	511	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	512	CEV, HUT & CABINET				
514	513	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
515	514	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	515	ADDITIONAL LABOR ELEMENTS				
517	516	TRAINING				
518	517	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	518	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	519	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	520	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	521	EQUIPMENT EVALUATION COST				
523	522	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	523	TEST AND ACCEPTANCE				
525	524	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526	525					
527	526	AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	527	REAL ESTATE				
529	528	Site Conditioning	Per Frame	S8FX5		\$92.81
530	529	Safety & Security	Per Frame	S8FX6		\$195.57
531	530	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	531	COMMON SYSTEMS				
533	532	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	533	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	534	PLANNING				
536	535	Planning	Per Request	NRM99		\$5,555.76
537	536	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	537	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	538	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61

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1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
540	539	POWER PROVISIONING				
541	540	Power Cable and Infrastructure:				
542	541	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3G	\$5.83	\$1,378.83
543	542	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	543	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3H	\$8.35	\$1,700.70
545	544	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3J	\$8.96	\$1,830.56
546	545	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	546	Equipment Grounding:				
548	547	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	548	DC POWER AMPERAGE CHARGE				
550	549	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	550	Per Amp	Per Amp	S8FXN	\$10.61	
552	551	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	552	FIBER CABLE PLACEMENT				
554	553	Central Office:				
555	554	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	555	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	556	CEV, HUT & Cabinets:				
558	557	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	558	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	559	MISCELLANEOUS & OPTIONAL COST:				
561	560	MISCELLANEOUS COSTS				
562	561	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	562	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
564	563	VIRTUAL FRAME OPTIONS				
565	564	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	565	CEV, HUT, CABINET				
567	566	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	567	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	568	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	569	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	570	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	571	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	572	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
574	573	INTERCONNECTION COSTS:				
575	574	ILEC TO CLEC CONNECTION				
576	575	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	576	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	577	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	578	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	579	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	580	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	581	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	582	VIRTUAL TO VIRTUAL CONNECTION				
584	583	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	584	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	585	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	586	Route Design		NRML9		\$463.36
588	587	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	588	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	589	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	590	PROJECT MANAGEMENT				
592	591	CEV, HUT & CABINET				
593	592	Project Coordination	Per CLEC Application Augment	NRFC		\$631.17
594	593	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	594	CENTRAL OFFICE TYPE				
596	595	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	596	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
598	597	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	598	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	599	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
601	600	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	601	CEV, HUT & CABINET				
603	602	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
604	603	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	604	ADDITIONAL LABOR ELEMENTS				
606	605	TRAINING				
607	606	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	607	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	608	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	609	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	610	EQUIPMENT EVALUATION COST				
612	611	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	612	TEST AND ACCEPTANCE				
614	613	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615	614					

THE OHIO BELL
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COLLOCATION RATE SUMMARY
April 24, 2007

ATT OH/SIGECOM, LLC

A		B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
		CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
616	615	ADJACENT ON-SITE				
617	616	PLANNING				
618	617	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	618	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	619	REAL ESTATE				
621	620	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	621	POWER PROVISIONING				
623	622	Power Cable and Infrastructure:				
624	623	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	624	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	625	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	626	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	627	AC Service:				
629	628	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	629	AC Usage	Per KWH	S8GEO	\$0.05	
631	630	DC POWER AMPERAGE CHARGE				
632	631	Per Amp	Per Amp	S8GCR	\$10.61	
633	632	FIBER CABLE PLACEMENT				
634	633	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	634	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	635	CABLE RACK				
637	636	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	637	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	638	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	639	CONDUIT PLACEMENT				
641	640	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	641	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	642	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	643	INTERCONNECTION COSTS:				
645	644	ILEC TO CLEC CONNECTION				
646	645	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	646	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
648	647	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	648	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	649	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	650	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	651	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653	652					
654	653	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
655	654	ADJACENT ON-SITE				
656	655	PLANNING				
656	655	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	656	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	657	REAL ESTATE				
659	658	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	659	POWER PROVISIONING				
661	660	Power Cable and Infrastructure:				
662	661	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	662	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	663	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	664	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	665	AC Service:				
667	666	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	667	AC Usage	Per KWH	S8GEO	\$0.05	
669	668	DC POWER AMPERAGE CHARGE				
670	669	Per Amp	Per Amp	S8GCR	\$10.61	
671	670	FIBER CABLE PLACEMENT				
672	671	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	672	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	673	CABLE RACK				
675	674	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	675	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	676	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	677	CONDUIT PLACEMENT				
679	678	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	679	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	680	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	681	INTERCONNECTION COSTS:				
683	682	ILEC TO CLEC CONNECTION				
684	683	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	684	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	685	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	686	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	687	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
689	688	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
690	689	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691	690					

THE OHIO BELL
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April 24, 2007

ATT OH/SIGECOM, LLC

	A	B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
		CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
692	691	ADJACENT OFF-SITE				
693	692	PLANNING				
694	693	Planning	Per Request	NRFA3		\$1,254.32
695	694	CONDUIT				
696	695	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	696	INTERCONNECTION COSTS:				
698	697	ILEC TO CLEC CONNECTION				
699	698	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
700	699	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	700	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	701	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	702	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704	703					
		AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
705	704	ADJACENT OFF-SITE				
706	705	PLANNING				
707	706	Planning	Per Request	NRFA3		\$1,254.32
708	707	CONDUIT				
709	708	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	709	INTERCONNECTION COSTS:				
711	710	ILEC TO CLEC CONNECTION				
712	711	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	712	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	713	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	714	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	715	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20
717	716					
718	717	RATES AND CHARGES FOR				
719	718	COMPLETE SPACE DISCONTINUANCE				
720	719	Application Fee	Per Request	NRFX1		\$503.95
721	720	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
722	721	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
723	722	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43
724	723	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
725	724	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
726	725	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
727	726	Remove Timing Cable	Per Request	NRFX8		\$9.64
728	727	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
729	728	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
730	729	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
731	730	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
732	731	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
733	732	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
734	733	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
735	734	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
736	735	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
737	736	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
738	737					
739	738	RATES AND CHARGES FOR				
740	739	SPACE REASSIGNMENT/RESTENCILING				
741	740	Application Fee	Per Request	NRFXK		\$503.95
742	741	Project Management Fee – Space Reassignment	Per Request	NRFXL		\$2,883.10
743	742	Restencil DS0/DSL Block	Per 100 pair block	NRFXM		\$15.33
744	743	Restencil DS1 Block	Per 28 DS1s	NRFXN		\$6.02
745	744	Restencil DS3 Coax Cable	Per cable	NRFXO		\$4.90
746	745	Restencil Fiber Cable Block	Per 12 pair cable	NRFXP		\$91.95
747	746	Restencil Fiber Jumper Block	Per 4 jumpers	NRFXQ		\$61.30
748	747	Restencil Power and tag cables	Per 1-4 feeds	NRFXR		\$107.28
749	748	Restencil Timing Source and tag cable	Per cable	NRFXS		\$122.60
750	749	Timing Record Book Update	Per element	NRFXT		\$45.98
751	750	Interconnection Records Update	Per element	NRFXU		\$296.61
752	751	Power Records Update	Per element	NRFXV		\$355.94
753	752	Vendor Engineering	Per Space Reassignment job	NRFXW		\$711.88
754	753					
755	754	RATES AND CHARGES FOR				
756	755	POWER REDUCTION (CABLE REMOVAL)				
757	756	Application Fee	Per Request	NRFXX		\$503.95
758	757	Project Management Fee – Power Reduction(cable removal)	Per Request	NRFFY		\$2,220.45
759	758	Remove Power Cable-50AMP feed & below	Per linear foot	NRFXZ		\$24.76
760	759	Remove Power Cable-100AMP feed & above	Per linear foot	NRFY1		\$22.73
761	760					

**THE OHIO BELL
TELEPHONE COMPANY d/b/a ATT OHIO
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April 24, 2007**

ATT OH/SIGECOM, LLC

A		B	C	D	E	F
1	Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
762	761	RATES AND CHARGES FOR				
763	762	POWER REDUCTION (REFUSING ONLY)				
764	763	Application Fee	Per Request	NRFY2		\$503.95
765	764	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRFY3		\$1,562.80
766	765	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRFY4		\$2,004.57
767	766	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRFY5		\$367.81
768	767	Restencil Power and tag cables	Per 1-4 feeds	NRFY6		\$107.28
769	768	Power Records Update	Per element	NRFY7		\$355.94
770	769	Vendor Engineering	Per Space Reassignment job	NRFY8		\$711.88
771	770	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRFY9		\$490.41
772	771	Restencil Power and tag cables	Per 1-4 feeds	NRFYA		\$107.28
773	772	Power Records Update	Per element	NRFYB		\$355.94
774	773	Vendor Engineering	Per Space Reassignment job	NRFYC		\$711.88
775	774					
776	775	RATES AND CHARGES FOR				
777	776	INTERCONNECTION TERMINATION REDUCTION				
778	777	Application Fee	Per Request	NRFYD		\$503.95
779	778	Project Management Fee – Interconnection Cable Reduction	Per Request	NRFYE		\$2,441.33
780	779	Remove VF/DS0 Cable	Per linear foot	NRFYF		\$2.60
781	780	Remove DS1 Cable	Per linear foot	NRFYG		\$4.89
782	781	Remove DS3 Cable (Coax)	Per linear foot	NRFYH		\$3.57
783	782	Remove Fiber Cables	Per linear foot	NRFYJ		\$14.43
784	783	Remove Fiber Jumpers	Per linear foot	NRFYK		\$18.79

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to AT&T OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T OHIO** - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing AT&T-owned ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the AT&T/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that AT&T OHIO is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on AT&T's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with

the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by AT&T in response to the Collaborative Process as then posted on AT&T's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, AT&T OHIO shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to AT&T-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.