

EXHIBIT 1

APPENDIX VIRTUAL COLLOCATION AT&T
PAGE 1 OF 39
BellSouth Telecommunications, Inc. d/b/a AT&T
Florida/CUSTOMER
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APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) in Florida (AT&T) and CUSTOMER.

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2. DEFINITIONS

2.1 **“Approved Vendor”** is a vendor who is qualified by AT&T for installation, and/or removal of central office equipment, which is administered by the AT&T Central Office Equipment Engineering Group.

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2.2 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.3 **“Application Fee”** includes the costs incurred by AT&T to process the CUSTOMER’s application for virtual collocation arrangements.

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2.4 **“Augment”** is a request from the CUSTOMER to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.

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2.5 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in AT&T location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).

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~~Deleted: “Delivery Date” is the date upon which the Collocator or Requesting Carrier will be provided the functional collocated space by SBC-13STATE.~~

2.7 **“Eligible Structure”** is (1) a AT&T central office, serving wire center or tandem

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* This Section 2.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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office, or (2) a building or similar structure owned or leased by AT&T that houses its network facilities, or (3) a structure that houses AT&T transmission facilities on public rights-of-way.

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2.8 **“Entrance Fiber Facility”** is an arrangement when a CUSTOMER provided single mode fire retardant dielectric fiber optic cable that extends from the AT&T designated manhole into the AT&T Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. CUSTOMER shall be permitted no more than two (2) entrance routes into the AT&T Eligible Structure, if available.

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2.9 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.10 **“Functional”**-The virtual collocation arrangement is functional when AT&T has completed construction and provisioning of the virtual collocation arrangement in accordance with the requesting carrier’s application and the virtual collocation arrangement is made available to the carrier.

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2.11 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

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

2.13 **“Collocation Handbook”** or like document is a publication provided to CUSTOMER, which provides information on how to order collocation arrangements and the processes and requirements for collocation in AT&T, which is located on the AT&T CLEC ONLINE Web-Site (<https://clec.sbc.com>).

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2.15 **“Space Acceptance Date”** is the date of CUSTOMER’s acceptance of the Collocation Space if CUSTOMER completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date.

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2.16 "Space Ready Date" is the date the Collocation Space is ready for occupancy.

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2.17 "Technically Feasible" - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of CUSTOMER seeking collocation in AT&T's Eligible Structures that such an arrangement is technically feasible.

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2.16 "Virtual Collocation" is as defined in 4.2 of this Appendix.

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3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which AT&T will provide Virtual Collocation to CUSTOMER.

3.2 Preparation Prior to Regulatory Approval

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3.2.2.3 3.2.2 CUSTOMER is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. 3.2.2.1 INTENTIONALLY LEFT BLANK INTENTIONALLY LEFT BLANK INTENTIONALLY LEFT BLANK

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

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, AT&T will provide Virtual Collocation to CUSTOMER for the purpose of interconnecting to AT&T's network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to AT&T's Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96).

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*4.2 In the case of AT&T Virtual Collocation, CUSTOMER is responsible for engineering and furnishing the virtually collocated equipment. CUSTOMER must use an AT&T Approved Vendor to perform the installation of such in the AT&T Eligible Structure. The CUSTOMER's AT&T Approved Vendor will be permitted access to the AT&T Main Distribution Frame or its equivalent for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. CUSTOMER must use an AT&T Approved Power Installation Vendor to place power cable leads from CUSTOMER's dedicated space to AT&T's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. AT&T will exercise physical control over, but not ownership of, the equipment installed by CUSTOMER in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of CUSTOMER by AT&T. Billing will begin on the Eligible Structure for recurring charges on the day after AT&T issues notice to the CUSTOMER that the Virtual Collocation Arrangement is available for CUSTOMER's use.

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

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

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

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

4.2.1.4

* This Section 4.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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Deleted: At SBC-13STATE option, where an individual standard bay owned by SBC-13STATE in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

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4.2.2 Virtual Collocation is available at AT&T Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

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4.2.3 AT&T will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

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4.2.4 AT&T will designate upon request the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc.

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

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4.2.4.2 AT&T non-standard floor space for CUSTOMER's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

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4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 CUSTOMER is responsible for all alarm monitoring of their virtually collocated equipment and all expenses associated. Since the maintenance of CUSTOMER's equipment is at the direction and control of CUSTOMER, AT&T will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of CUSTOMER.

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4.2.7 Virtual Collocation is ordered as set forth in AT&T's Collocation Handbook or like document found on the AT&T CLEC ONLINE Web-Site for Virtual Collocation. AT&T will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of CUSTOMER.

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4.2.8 Virtual Collocation is available for the direct connection of one CUSTOMER provided facility to a separate Collocator provided facility within the same AT&T wire center provided the Collocators are interconnected with AT&T

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network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 AT&T will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. AT&T shall permit CUSTOMER's AT&T Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that AT&T imposes on its own equipment and facilities, without requiring CUSTOMER to purchase any equipment or connecting facilities solely from AT&T.

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5. SPACE AVAILABILITY

5.1 At the request of CUSTOMER, AT&T will provide space for Virtual Collocation as described above. AT&T is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, AT&T will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

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5.2 AT&T will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by AT&T. AT&T will notify CUSTOMER as to whether its request for space has been granted or denied due to a lack of space within fifteen (15) calendar days from receipt of a CUSTOMER's accurate and complete Virtual Collocation Application. If AT&T determines that CUSTOMER's Virtual Collocation Application is unacceptable, AT&T shall advise CUSTOMER of any deficiencies within this fifteen- (15) calendar day period. AT&T shall provide CUSTOMER with sufficient detail so that CUSTOMER has a reasonable opportunity to cure each deficiency.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, AT&T shall place CUSTOMER on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the CUSTOMER submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, and 47 CFR Part 51, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all Applicable Laws, regulations, and orders of the FCC. Equipment may also be collocated to

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terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R.

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6.9 AT&T does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the CUSTOMER's equipment and facilities.

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6.10 All types of equipment placed in AT&T Eligible Structures by CUSTOMER must meet the AT&T minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with AT&T technical publication TR73503 "Engineering and Installation Standards Central Office Equipment"; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where CUSTOMER's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) CUSTOMER must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T) prior to January 1, 1998 with no known history of safety problems.

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6.11 AT&T will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that AT&T applies to its own network equipment. AT&T will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

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6.12 In the event that AT&T denies Collocation of CUSTOMER's equipment, citing minimum safety standards, AT&T will provide within five (5) business days of CUSTOMER's written request to AT&T's representative(s), a list of AT&T equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such AT&T equipment met or exceeded the then current minimum safety standards when such

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equipment was placed in the Eligible Premise. The affidavit must set forth in detail the exact safety requirement that CUSTOMER's equipment does not satisfy; AT&T's basis for concluding that CUSTOMER's equipment does not meet this safety requirement; and AT&T's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

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6.13 In the event CUSTOMER submits an application requesting collocation of certain equipment and AT&T determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, CUSTOMER must not collocate the equipment. If CUSTOMER disputes such determination by AT&T, CUSTOMER may not collocate such equipment unless and until the dispute is resolved in its favor. If AT&T determines that CUSTOMER has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, CUSTOMER must remove the equipment from the collocation space within ten (10) days written notice from AT&T. CUSTOMER will be responsible for the removal and all resulting damages. If CUSTOMER disputes such determination, CUSTOMER must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, AT&T or CUSTOMER may file a complaint at the Commission seeking a formal resolution of the dispute.

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6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. VIRTUAL COLLOCATION SPACE CHARGES

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7.1 Virtual Collocation Space

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7.1.1 For each Eligible Structure in which CUSTOMER desires to virtually collocate equipment, CUSTOMER must submit a Virtual Collocation Application. A copy of the Virtual Collocation Application may be obtained from the AT&T Local Contract Manager – Collocation or from the AT&T e-Application (eApp) System. The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

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

7.3 Recurring/Non-Recurring charges - CUSTOMER shall pay AT&T all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges are contained in the state specific Collocation Rates Exhibit. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

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7.6 Breach Prior to Commencement Date - In the event that the CUSTOMER materially breaches this Agreement by purporting to terminate this Agreement after AT&T has begun preparation of the Virtual Collocation space but before AT&T has been paid the entire amounts due under this Article, then in addition to any other remedies that AT&T might have, the CUSTOMER shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in AT&T General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date The Effective Billing Date is the date AT&T finished construction in accordance with the CUSTOMER's application and CUSTOMER has accepted the collocation space. CUSTOMER cannot refuse to accept the collocation space if the space is completed to specifications per the CUSTOMER's collocation order. Exceptions noted by CUSTOMER causing payment refusal will be identified by CUSTOMER per the terms of Section 11, Appendix Virtual Collocation.

7.9 (Reserved).

7.10 AT&T shall ensure that the Virtual Collocation space and the Eligible Structure

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comply with all applicable fire and safety codes. The preparation shall be arranged by AT&T in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

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8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all CUSTOMER equipment that will be placed within the Virtual Collocation Space shall be set forth on the CUSTOMER's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of CUSTOMER's equipment. CUSTOMER warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such CUSTOMER equipment. CUSTOMER's AT&T Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of AT&T.

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8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the CUSTOMER's equipment with the required technical information, CUSTOMER desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, CUSTOMER shall furnish to AT&T a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, AT&T may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both AT&T and CUSTOMER of a final list and description and receipt by AT&T of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CUSTOMER's Equipment."

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8.3 CUSTOMER's equipment, operating practices, or other activities or conditions attributable to CUSTOMER that represents a demonstrable threat to AT&T network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

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8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over AT&T network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the

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network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall CUSTOMER's AT&T Approved Vendor or any person or entity purporting to be acting through or on behalf of CUSTOMER make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of AT&T. AT&T shall consider a modification, improvement, addition, repair, or other alteration requested by CUSTOMER, provided that AT&T shall have the right to reject or modify any such request. AT&T will perform any such construction, and the associated cost shall be paid by CUSTOMER in accordance with AT&T then-standard custom work order process or ICB.

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9. CUSTOMER RESPONSIBILITIES

9.1 The CUSTOMER will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to AT&T UNEs including, without limitation, the following:

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

9.1.2 All provisioning of virtually collocated equipment.

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

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

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9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the CUSTOMER's equipment that requires the work to be performed within the Eligible Structure must be completed by an AT&T Approved Vendor or Manufacturer. Escort charges will apply.

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9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an AT&T Approved Vendor or Manufacturer. Escort charges will apply.

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9.1.8 A storage cabinet or designated shelves for the storage of CUSTOMER's spare circuit packs, unique tools, test equipment, etc. used by AT&T to maintain and repair virtually collocated equipment. The CUSTOMER should indicate on the front equipment view drawing that is submitted with the Virtual Collocation Application, the CUSTOMER's storage requirements.

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9.1.9 Procurement, placement and termination of interconnection cabling between CUSTOMER's dedicated space and AT&T's Main Distribution Frame or its equivalent by CUSTOMER's AT&T Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

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9.1.10 Procurement and placement of power cable leads by CUSTOMER's AT&T Approved Power Installation Vendor from the dedicated space to AT&T's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.

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9.2 The CUSTOMER is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply.

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9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an AT&T Approved Vendor prior to turn-up.)

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9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) CUSTOMER's representatives per escort may participate in any one (1) of the site visits.

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9.3 CUSTOMER's AT&T Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, CUSTOMER shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

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9.4 When CUSTOMER requires additional capacity, a collocation augment application is required. For augments of this type, CUSTOMER may fully equip the additional bay, or may equip the additional bay as described below.

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9.4.1 For either an initial installation or an augment as described above, when a bay is

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in place but CUSTOMER has elected under Section 9.3 above not to fully equip the bay.

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9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 CUSTOMER will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

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9.4.4 CUSTOMER will be responsible for capacity management of the equipment placed.

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9.5 After the initial installation, or an augment, AT&T shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the CUSTOMER's request. CUSTOMER may use an AT&T Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the CUSTOMER by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for AT&T to perform the installation, routine maintenance, or to escort the AT&T Approved Vendor, whichever applies. If the CUSTOMER's AT&T Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

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9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the CUSTOMER shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

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9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by AT&T as described in Section 14.

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9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by AT&T that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour premium maintenance in the CO charge. This will be a mutual agreed arrangement with the LOC and the CUSTOMER. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for AT&T to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the CUSTOMER. If the interval exceeds the 4-hour period, the additional hours will be charged at 2.5 times the premium maintenance in the CO charge for the state the request is generated.

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9.9 The CUSTOMER must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the CUSTOMER for placement in/on AT&T property. CUSTOMER shall provide a stock of such items (excluding unique tools and test equipment) to AT&T to replace non-

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functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. AT&T shall notify CUSTOMER as it uses packs from the stock so that CUSTOMER may replenish the stock. CUSTOMER will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by AT&T to repair and maintain CUSTOMER's virtually collocated equipment. AT&T shall notify CUSTOMER when any other types of replacement parts or equipment are required. During repair calls, AT&T technician shall confirm to CUSTOMER representative when AT&T has used a circuit pack/plug-in or other types of replacement parts or equipment. AT&T shall notify CUSTOMER upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the CUSTOMER personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the CUSTOMER if the discovery is made at some other time.

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9.10 The CUSTOMER is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the CUSTOMER's expense and their responsibility. Replacements must be delivered to the AT&T central office or SBC- 13STATE designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

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9.11 The CUSTOMER must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other CUSTOMER owned property provided to AT&T for Virtual Collocation.

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9.12 The CUSTOMER will provide at the initial Method and Procedure (MOP) meeting the following:

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9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the AT&T CLEC ONLINE Web-Site.

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9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. CUSTOMER will keep this information current.

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9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., augments, trouble reports, emergency contact). CUSTOMER will keep this information current.

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9.13 To the extent known, the CUSTOMER can provide non-binding forecasted information to AT&T on anticipated additional Virtual Collocation requirements. Non-binding

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forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 AT&T will identify the training needs of AT&T personnel from the list of equipment received by the CUSTOMER on the AT&T Virtual Application Form. The CUSTOMER will be responsible for training AT&T personnel on the repair and maintenance of the CUSTOMER's equipment, unless: (a) the equipment is already used by AT&T in the Eligible Structure; or (b) AT&T technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by AT&T, but CUSTOMER uses the equipment in a different configuration, CUSTOMER will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the CUSTOMER. AT&T will contact CUSTOMER with the required number of AT&T personnel to be trained and the contact name for the CUSTOMER to coordinate training schedules. The CUSTOMER will be responsible for the following:

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9.14.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.

9.14.2 Pay all costs associated with lodging, transportation, employees labor rate for time away from job, and per diem, if applicable that is required for AT&T employee to attend training.

9.14.3 AT&T may require additional training requirements to adequately provide 7 X 24-hour coverage on the CUSTOMER's virtually collocated equipment when labor resources change for a particular Eligible Structure. AT&T will notify the CUSTOMER when applicable.

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9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the CUSTOMER will be responsible includes training for the following functions to the extent such functions will be performed by AT&T and additional training is necessary.

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9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by AT&T.

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9.14.5.3 Any testing, repair methods, and procedure documents utilized by CUSTOMER, consistent with the manufacturer's operations and

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maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 AT&T will work cooperatively with CUSTOMER to schedule and complete the training requirements prior to CUSTOMER's equipment turn-up. When CUSTOMER provides scheduled training, AT&T is responsible for employee attendance.

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9.15 CUSTOMER will provide remote, real-time network technical support, guidance and direction to AT&T for all collocated facilities and equipment using on-line telephone support.

9.16 CUSTOMER is responsible for coordinating with AT&T to ensure that services are installed in accordance with a service request.

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9.17 CUSTOMER's AT&T Approved Vendor will, whenever possible, begin installation of the CUSTOMER's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover or as mutually agreed between the Parties. CUSTOMER's AT&T Approved Vendor must complete installation of CUSTOMER equipment in the Virtual Collocation Space and interconnect to AT&T network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If CUSTOMER fails to do so, AT&T may, upon notice, terminate that Virtual Collocation arrangement, and CUSTOMER shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CUSTOMER equipment is considered to be interconnected when physically connected to AT&T's network or a AT&T UNE for the purpose of CUSTOMER providing a telecommunications service.

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10. COOPERATIVE RESPONSIBILITIES

10.1 AT&T will work cooperatively with CUSTOMER to develop implementation plans including timelines associated with the following:

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10.1.1 Ensuring that CUSTOMER's AT&T Approved Vendor meets required safety standards as contained in TP76200MP and AT&T's standards and requirements for equipment and facility installations.

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10.1.2 AT&T placement of CUSTOMER's fiber into an AT&T Eligible Structure.

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10.1.3 Location and completion of all splicing.

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10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. CUSTOMER shall strictly observe and abide by each.

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10.2.1 AT&T's TR 73503 standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.

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10.2.2 AT&T's Collocation Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

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10.2.3 AT&T's standards and requirements for equipment and facility installations, and any successor document(s) within AT&T central offices and may be modified from time to time.

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

10.2.5 AT&T's Collocation Handbook or like document, standards and requirements for equipment and facility installations, and the TR 73503 standards are not incorporated herein but are available on the appropriate AT&T CLEC ONLINE Web-Site.

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10.3 If AT&T's Collocation Handbook or like document, standards and requirements for equipment and facility installations, and the TR 73503 standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

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10.3.1 If a modification is made after the date on which CUSTOMER has or orders a Virtual Collocation arrangement, AT&T shall provide CUSTOMER with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such amendment is released by AT&T, except for those specific amendments to which CUSTOMER objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution

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procedures applicable to this Appendix. If neither Party invokes those procedures, the modification is deemed effective and applicable.

10.3.2 If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for AT&T (and the modification has not been included in a change to that "Statement" or this Appendix), then AT&T will provide CUSTOMER with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CUSTOMER's Virtual Collocation Application. Any CUSTOMER objection to those modifications must be received by AT&T by the thirtieth (30th) day after their receipt by CUSTOMER. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 10.3.1 shall apply.

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10.3.3 Notwithstanding Sections 10.3.1 and/or 10.3.2, any modification made to address situations potentially harmful to AT&T or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. AT&T will immediately notify CUSTOMER of any such modification.

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10.4 AT&T shall provide an interconnection point or points, physically accessible by both AT&T and CUSTOMER (typically a AT&T manhole) at which a CUSTOMER fiber optic cable can enter the Eligible Structure, provided that AT&T will designate interconnection points as close as reasonably possible to the Eligible Structure. CUSTOMER's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by AT&T and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to CUSTOMER's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the CUSTOMER to terminate in their equipment. CUSTOMER shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; AT&T will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for AT&T cable facilities and at which space is available for new facilities in at least two of those entry points.

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10.4.1 CUSTOMER is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by AT&T, and

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10.4.2 for leaving sufficient cable length in order for AT&T to fully extend such CUSTOMER-provided cable to the vault.

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10.4.2 AT&T will permit interconnection of copper or coaxial cable if first approved

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by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5 AT&T will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between CUSTOMER's dedicated space and AT&T Main Distribution Frame or its equivalent will be installed by the CUSTOMER's AT&T Approved Vendor. The CUSTOMER's AT&T Approved Vendor must obtain an approved Method of Procedures (MOP) from AT&T and follow AT&T's standards and requirements for installation of equipment and facilities. AT&T will install and stencil termination blocks or panels at AT&T's Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to CUSTOMER.

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*10.6 Unless otherwise expressly agreed in writing, where CUSTOMER has entered into an agreement with AT&T to virtually collocate its equipment, AT&T will provide for all AC and DC power requirements in the Eligible Structure. Where CUSTOMER has entered into an agreement with AT&T to virtually collocate, CUSTOMER shall be fully responsible for cabling, and shall contract with an AT&T Approved Vendor to provide the same. CUSTOMER is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CUSTOMER Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and AT&T's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to AT&T's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by CUSTOMER represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by AT&T is based on demand management. AT&T will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. CUSTOMER's AT&T approved vendor will supply and place the power cable leads from the dedicated space to AT&T's Battery Distribution Fuse Bay (BDFB) or Power

* This Section 10.6 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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Plant, whichever is applicable, AT&T will terminate CUSTOMER's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. CUSTOMER must contact the assigned AT&T Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement.

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10.6.1 CUSTOMER's AT&T Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from AT&T and follow the AT&T standards and requirements for installation of equipment and facilities.

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10.7 AT&T will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for CUSTOMER's equipment in the same manner and at the same standards that AT&T provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

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10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by CUSTOMER or AT&T under the custom work order process or ICB, including payment requirements prior to the installation of the regeneration equipment.

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10.9 CUSTOMER and AT&T are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

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10.10 AT&T shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

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10.11 AT&T agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation space.

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10.12 CUSTOMER and AT&T are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

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10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

10.14 In the event AT&T determines it necessary for the Virtual Collocation space to be

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moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, CUSTOMER is required to do so. If such relocation arises from circumstances beyond the reasonable control of AT&T, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in AT&T sole judgment, CUSTOMER shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise AT&T shall be responsible for any reasonable preparation costs.

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10.15 Upon termination of the Virtual Collocation arrangement, CUSTOMER will work cooperatively with AT&T to remove CUSTOMER's equipment and facilities from AT&T property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. AT&T is not responsible for and will not guarantee the condition of such equipment. CUSTOMER is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of CUSTOMER virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. CUSTOMER will pay all arrangement monthly charges until all equipment is removed. If CUSTOMER has not removed the equipment within this timeframe, AT&T has the right to remove the equipment and bill CUSTOMER for any reasonable expense associated with removal of the equipment. AT&T shall be responsible for exercising reasonable caution when removing virtually collocated equipment. AT&T will only be responsible for damage done to such equipment caused by gross negligence on the part of AT&T or its contractors during the removal process. However, CUSTOMERs will indemnify and hold AT&T harmless for any damage done to virtually collocated equipment if AT&T permits CUSTOMER to hire an AT&T approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by AT&T and stored in a non- AT&T location, at the expense of CUSTOMER.

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10.16 Upon termination of the Virtual Collocation, CUSTOMER must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within thirty (30) calendar days, AT&T may arrange for the removal, and CUSTOMER will be responsible for any charges incurred to remove the cable. AT&T and CUSTOMER will cooperatively manage the removal process, CUSTOMER is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T instructs CUSTOMER such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

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10.17 If CUSTOMER fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, AT&T may

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perform the removal and shall charge CUSTOMER for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CUSTOMER shall indemnify and hold

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AT&T harmless from any and all claims, expenses, fees, or other costs associated with any such removal by AT&T.

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11. TEST AND ACCEPTANCE

11.1 CUSTOMER and AT&T will complete an acceptance walk-through visit of the Virtual CUSTOMER's space prior to turning the Virtual Collocation space over to CUSTOMER's AT&T Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by AT&T as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from CUSTOMER's Virtual Collocation request shall be at AT&T expense.

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11.2 Prior to powering up equipment, and after the frame connections and equipment have been installed, CUSTOMER will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. CUSTOMER is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after CUSTOMER's request and shall take no longer than eight (8) hours. Should CUSTOMER determine during the audit that the installation is not compliant with specifications, CUSTOMER may schedule an additional audit after corrective work has been performed. CUSTOMER shall be responsible for coordination with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.

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11.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, CUSTOMER will arrange to deliver to the AT&T Central Office, or other pre-designated location by AT&T, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair CUSTOMER's equipment. It is CUSTOMER's responsibility to arrange with their AT&T Approved Vendor to place any of the items provided into the CUSTOMER's designated storage cabinet or shelf, if applicable.

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11.3.1 Once CUSTOMER's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving CUSTOMER, its AT&T approved installation contractor, AT&T, and/or AT&T vendor. CUSTOMER and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, AT&T will work with CUSTOMER to coordinate testing to

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minimize the number of visits required by CUSTOMER and its contractor.

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11.4 All installations of equipment must be in accordance with AT&T's standards and requirements for equipment and facility installations and subject to review by an AT&T maintenance engineer for compliance. Should AT&T's maintenance engineer determine during their review audit that the installation is not compliant with specifications, CUSTOMER may schedule an additional audit after corrective work has been performed.

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11.5 CUSTOMER shall be responsible of coordination with its AT&T Approved Vendor to be at the site for acceptance testing.

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11.6 Upon successful completion of the testing as described in Section 11.4 above, AT&T shall provide CUSTOMER with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, AT&T will begin to maintain and repair the virtual collocated equipment at the direction of the CUSTOMER, if all training requirements have been met.

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11.7 CUSTOMER shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, CUSTOMER will either order interconnection or network elements from AT&T to connect to the equipment.

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12. DELIVERY INTERVALS

*12.1 The delivery interval relates to the period in which AT&T shall construct and deliver to the CUSTOMER the requested space. The delivery interval begins on the date AT&T receives an accurate and complete Virtual Collocation Application from the CUSTOMER. The CUSTOMER must provide the AT&T, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction or the construction interval provided in table below will not commence until such time as AT&T has received such response. If the CUSTOMER has not provided the AT&T such response by the twelfth (12th) day after the date AT&T notified CUSTOMER its request has been granted, the application will be canceled. Dedicated space is not reserved until AT&T's receipt of the confirmatory

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*Sections 12.1 and 12.2 in entirety are available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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response in writing from the CUSTOMER, AT&T will complete construction of all Active Collocation Space requests for virtual collocation in 60 days.

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Any material revision to an application will be treated as a new application and will be subject to the time interval set forth above. To complete the provisioning of a collocation arrangement, AT&T must finish construction in accordance with the requesting carrier's application and turn Functional space over to the requesting carrier.

*12.2 Augment cable facility assignments with less than sixty (60) day intervals will not be given to the CUSTOMER by AT&T until the delivery interval due date.

12.3 Any revision(s) made on an existing Virtual Collocation Application must be submitted on a new Virtual Collocation Application form. When the revision(s) are submitted by the CUSTOMER prior to day fifteen (15) of the scheduled delivery interval, the application will be subject to review by AT&T. A new delivery interval date may be established extending the original delivery interval due date up to two (2) months when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. CUSTOMER will be notified by AT&T if a new delivery interval is required. If any revision(s) submitted by the CUSTOMER are made after day fifteen (15) of the scheduled delivery interval to a Virtual Collocation Application, CUSTOMER must re-submit such revision(s) as an Augment on a new Virtual Collocation Application. The augment delivery interval will start on the date the augment is received by AT&T.

12.4 AT&T will provide reduced construction intervals for CUSTOMER's request of the following interconnection cabling Augments. CUSTOMER must submit a completed Virtual Collocation Application. For this reduced construction interval to apply, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the CUSTOMER's point of termination for the requested cabling. Virtual Collocation Application(s) received meeting the criteria below will not require a response and the construction interval will not exceed sixty (60) calendar days.

- 168 DS1's connections and/or
- 48 DS3's connections and/or

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- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

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

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For Augments in which CUSTOMER requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such augment. For all other Augments, AT&T will work cooperatively with CUSTOMER to negotiate mutually agreeable construction intervals.

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13. REPAIR AND MAINTENANCE OF EQUIPMENT

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

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13.2 When initiating repair or maintenance requests of CUSTOMER provided virtually collocated equipment, CUSTOMER shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

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13.2.2 AT&T Eligible Structure's CLLI, circuit identification and/or telephone number;

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13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of CUSTOMER's employee who will cooperatively test with AT&T at no charge to AT&T; and

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13.2.6 The type of the trouble.

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13.3 When an AT&T technician calls, CUSTOMER to perform repair/maintenance initiated by a trouble ticket, CUSTOMER will provide the AT&T technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

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13.4 AT&T is not obligated to provide any test equipment to support CUSTOMER's equipment. To the extent that test equipment owned by AT&T is located in the central office with CUSTOMER's equipment, is compatible with CUSTOMER's equipment and is not currently being used to repair AT&T owned equipment, AT&T can use this test equipment for test operations directed by CUSTOMER. AT&T assumes no liability for damage to CUSTOMER's equipment caused by using AT&T test equipment. AT&T is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on CUSTOMER's equipment. AT&T is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by CUSTOMER providing test equipment for their exclusive use in maintaining their equipment.

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13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, CUSTOMER's AT&T Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If AT&T, working with CUSTOMER believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for an escort will apply in either situation.

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13.6 CUSTOMER may request AT&T to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on CUSTOMER owned equipment, CUSTOMER shall provide AT&T with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

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13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., CUSTOMER will contact the LOC to arrange access for the Manufacturer or CUSTOMER's AT&T Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, AT&T shall perform repairs as described in Section 14 of this Appendix.

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13.8 AT&T is responsible for maintaining 7 X 24 maintenance and repair schedule for CUSTOMER's virtual collocation equipment at the direction of the CUSTOMER on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the CUSTOMER trains the adequate number of AT&T personnel provided to CUSTOMER per Eligible Structure.

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14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 AT&T will be responsible for repairing/maintaining CUSTOMER's virtually collocated equipment at the direction of CUSTOMER with the same diligence it repairs/maintains its own equipment. At a minimum, AT&T agrees to meet service response interval for installation, repair, and/or maintenance as defined below. CUSTOMER will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from CUSTOMER to the LOC, to the time an AT&T technician notifies CUSTOMER's technical support center from the specified trouble location, of the CUSTOMER's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

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14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by CUSTOMER as described in Section 9.8.

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14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

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14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by CUSTOMER's AT&T Approved Vendor or Manufacturer, CUSTOMER will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless CUSTOMER's AT&T Approved Vendor has a current existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are performed by AT&T shall be requested and completed on a case by case basis.

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14.2 Charges to install, repair, maintain and cooperatively test CUSTOMER's equipment will be on a time and material basis.

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15. CASUALTY LOSS

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

15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, AT&T shall repair the same at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CUSTOMER was deprived of the use; or

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

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15.2 Any obligation on the part of AT&T to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for CUSTOMER and shall not include any obligation to repair, restore, rebuild or replace any CUSTOMER equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when CUSTOMER's space or equipment is damaged, the CUSTOMER may arrange a visit to inspect the condition and escort charges will apply.

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

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16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if CUSTOMER is in material breach of this Agreement, and such breach shall continue for thirty (30) days after receipt of written notice, or if CUSTOMER is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T may, immediately or at any time thereafter, without notice or demand, expel CUSTOMER and any claiming under CUSTOMER, remove any CUSTOMER equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation Arrangement shall terminate, without prejudice to any other remedies AT&T might have. AT&T may exercise this authority on an individual collocation space basis. AT&T may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CUSTOMER at any time thereafter.

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17. LIMITATION OF LIABILITY

*17.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Collocation hereunder, the liability of AT&T, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CUSTOMER for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. CLEC acknowledges and understands that AT&T may provide space in or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of CLEC; that such space may be close to the Virtual Collocation arrangement, possibly including space adjacent to the Virtual Collocation arrangement and/or with access to the outside of the Virtual Collocation arrangement. In addition to any other applicable limitation, AT&T shall have absolutely no liability with respect to any action or omission by any Other,

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* This Section 17.1 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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except to the degree of culpability of AT&T, whether any claimed AT&T liability arises in tort or in contract, as directly attributable to lapses in AT&T's building security. CLEC shall save and hold AT&T harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Others acting for, through, or as a result of CLEC.

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17.1.1 Neither Party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

17.1.2 Neither Party shall have any liability whatsoever to the customers of the other Party for claims arising from the provision of the other Party's service to its customers, including claims for interruption of service, quality of service or billing disputes.

17.1.3 The liability of either Party for its willful misconduct, if any, is not limited by this Appendix. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, AT&T liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.

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17.1.4 AT&T shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall AT&T for its own act or omission hold liable any other carrier or customer providing a portion of a service.

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17.1.5 When CUSTOMER is provided service under this Appendix, AT&T shall be indemnified, defended and held harmless by CUSTOMER against any claim, loss or damage arising from the customer's use of services offered under this Appendix, involving:

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17.1.5.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

17.1.5.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by AT&T in connection with facilities or equipment furnished by the customer; or

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17.1.5.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Appendix.

*17.2 Third Parties – CLEC acknowledges and understands that AT&T may provide space in

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* This Section 17.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is

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or access to the Eligible Structure to other persons or entities (“Others”), which may include competitors of CLEC’s; that such space may be close to the Virtual Collocation space, possibly including space adjacent to the Virtual Collocation space and/or with access to the outside of the virtual collocation space. In addition to any other applicable limitation, AT&T shall have absolutely no liability with respect to any action or omission by any other, except to the degree of culpability of AT&T, and regardless of whether any claimed AT&T liability arises in tort or in contract. CLEC shall save and hold AT&T harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of CLEC.

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18. INDEMNIFICATION OF AT&T

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

*18.2 In addition to the insurance requirements set forth in the General Terms and Conditions, CLEC must maintain all Risk Property coverage on a full replacement cost basis insuring all of CLEC’s personal property situated on or within the Eligible Structure. CLEC releases AT&T from and waives any and all right of recovery, claim, action or cause of action against AT&T, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CLEC when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin except as provided in this Appendix. Property insurance on CLEC’s fixtures and other personal property shall contain a waiver of subrogation

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a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

* This Section 18.2 in entirety is available only in the state of Wisconsin. The Parties agree that this language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Public Service Commission of Wisconsin in McLeodUSA Telecommunications Services, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Wisconsin Bell Telephone Company (Ameritech Wisconsin) Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket 05-MA-128. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

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against AT&T, and any rights of CUSTOMER against AT&T for damage to CLEC's fixtures or personal property are hereby waived except as provided in this Appendix. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing the limitation of liability in this Appendix for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

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19. NOTICES

19.1 Except in emergency situations, AT&T shall provide CUSTOMER with written notice five (5) business days prior to those instances where AT&T or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.

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19.2 AT&T will inform CUSTOMER by telephone of any emergency-related activity that AT&T or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by CUSTOMER or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any emergency related activity should be made to CUSTOMER as soon as reasonably possible so that CUSTOMER can take any action required monitoring or protecting its service.

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19.3 AT&T will provide CUSTOMER with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to CUSTOMER's equipment. AT&T shall provide CUSTOMER immediate notification by telephone of any emergency power activity that would impact CUSTOMER's equipment.

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19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the

date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to AT&T
AT&T Local Contract Manager -
Collocation
600 North 19th Street
10th Floor

~~Deleted: (AR, CA, CT, KS, MO, NV, OK, TX)~~

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Birmingham, AL35203

Deleted: Richardson, TX 75080

If to

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Account Manager - Collocation¶
350 N. Orleans St., 5th Fl.¶
Chicago, Illinois 60654

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

19.5 INTENTIONALLY LEFT BLANK

Deleted: Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return ¶

¶ receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows: ¶

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

Deleted: CSC¶
2600 North Central Expressway, ¶
6th floor,¶
Richardson, Texas 75080¶

¶ If to (IL, IN, MI, OH, WI)¶
Account Manager - Collocation¶
350 N. Orleans St., 5th Fl. [11]

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20. INSURANCE

20.1 CUSTOMER shall furnish AT&T with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by CUSTOMER. AT&T shall be named as an ADDITIONAL INSURED on general liability policy.

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

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, CUSTOMER must maintain all Risk Property coverage on a full replacement cost basis insuring all of CUSTOMER's personal property situated on or within the Eligible Structure. CUSTOMER releases AT&T from and waives any and all right of recovery, claim, action or cause of action against AT&T, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CUSTOMER or located on or in the space at the request of CUSTOMER when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of AT&T, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on CUSTOMER's fixtures and other personal property shall contain a waiver of subrogation against AT&T, and any rights of CUSTOMER against AT&T for damage to CUSTOMER's fixtures or personal property are hereby waived except as provided for in this Appendix. CUSTOMER may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

EXHIBIT 1

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20.2 The limits set forth in this Section may be increased by AT&T from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing AT&T structure.

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20.3 All policies purchased by CUSTOMER shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T.

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20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of CUSTOMER's equipment or other CUSTOMER facilities or equipment remain within the Eligible Structure.

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20.5 CUSTOMER shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, AT&T's obligation to turn over the Physical Collocation Space to CUSTOMER or to permit any CUSTOMER-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. CUSTOMER shall arrange for AT&T to receive thirty- (30) calendar day's advance written notice from CUSTOMER's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

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20.6 CUSTOMER must also conform to recommendations made by AT&T's Property Insurance Company, if any, unless a recommendation is also applicable to AT&T and AT&T does not so conform in the Eligible Structure where the Virtual Collocation space is located.

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20.7 Failure to comply with the material provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

21.1 AT&T shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

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21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement, The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices

EXHIBIT 1

APPENDIX VIRTUAL COLLOCATION AT&T
PAGE 37 OF 39
BellSouth Telecommunications, Inc. d/b/a AT&T
Florida/CUSTOMER
102301

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or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and consistent with Applicable Law.

EXHIBIT 1

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Author

If the State Commission has not approved the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

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Author

If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

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Author

If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

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Payment of Space Preparation/Site Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator (“Custom Work”). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

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Author

Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** is in receipt of complete payment of the non-recurring and any custom work charges.

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Number of
Complete and Accurate Applications by One Collocator per state or region

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Virtual Construction Intervals

EXHIBIT 1

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Author

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof.

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Author

The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the Functional space being turned over to the Collocator. The Preliminary Point of Termination (PPOT) cable facility assignments will not be given to the Collocator by **SBC-13STATE** until all applicable non-recurring fees have been received and no earlier than fourteen (14) days before the space turn over due date.

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

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Author

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

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator

EXHIBIT 1

COLLOCATION - Florida											Collocation Rate Exhibit					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
Application																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		2,785.00		1.20							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,236.00		1.20							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		564.81									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		409.50									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		760.91		1.20							
Space Preparation																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.28										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	171.12										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	189.73										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.61										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.50										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	84.93										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		287.36									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		572.66									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.80										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.26										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.53										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.80										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	36.47										
	Physical Collocation - Power - DC power, per Used Amp			CLO	PE1FN	10.69										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCN X, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0208	7.32	5.37	4.58	2.71						
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0416	8.00	5.75	5.00	2.69						
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	0.3786	7.88	6.25	1.35	0.9899						
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	4.16	32.40	31.03	11.15	10.98						

EXHIBIT 1

COLLOCATION - Florida											Collocation Rate Exhibit													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)											
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
													First	Add'l	First	Add'l								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.71							28.26	25.85	13.78	11.01								
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.34							37.92	35.51	18.20	15.44								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0008																		
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012																		
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPPS, UEPSB, UEPSX, UEP2C	PE1R2	0.0208							7.32	5.37	4.58	2.71								
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.0416							8.00	5.75	5.00	2.69								
Security																								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT								33.65	22.05										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT								44.63	28.89										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT								55.62	35.73										
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0101																		
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1								38.95											
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA								8.84											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR								28.78											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK								23.28											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL								23.28											
CFA																								
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9								79.52											
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																								
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I	1515.00	S	973.64			256.35											
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD			646.84					362.41											
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO			9.11					10.80											
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1			4.52					5.35											
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3			15.81					18.73											
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB			169.96					149.97											
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5			4.52					5.35											
Virtual to Physical																								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV			33.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO			33.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1			52.00																
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3			52.00																

EXHIBIT 1

COLLOCATION - Florida											Collocation Rate Exhibit											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	22.51																
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.51																
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.73																
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.73																
Entrance Cable																						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	5.19																
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC	994.12			43.84													
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	7.43																
VIRTUAL COLLOCATION																						
Application																						
	Virtual Collocation - Application Fee			AMTFS	EAF	1,241.00			1.20													
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA	564.81																
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF	760.91			1.20													
Space Preparation																						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28																
Power																						
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95																
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VE1PF	10.69																
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																						
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0201	7.32	5.37	4.58	2.71												
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69												
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPX	CNC1X	0.3786	7.88	6.26	1.35	0.9915												
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	4.16	32.40	31.03	11.15	10.98												
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01												
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44												
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008																
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012																
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPEX, UEPEP, UEPSR, UEPPC	VE1R2	0.0201	7.32	5.37	4.58	2.71												

EXHIBIT 1

COLLOCATION - Florida											Collocation Rate Exhibit									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403							8.00	5.75	5.00	2.69				
CFA																				
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR								79.52							
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																			
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 1515.00	S 973.64					256.35							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB				646.84				362.41							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC				9.11				10.80							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD				4.52				5.35							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE				15.81				18.73							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF				169.96				149.97							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5				4.52				5.35							
Security																				
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX				33.65				22.05							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX				44.63				28.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX				55.62				35.73							
Maintenance																				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX				54.05				22.05							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM				72.18				28.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM				90.31				35.73							
Entrance Cable																				
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX				1,473.00				43.84							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX				4.54											
COLLOCATION IN THE REMOTE SITE																				
Physical Remote Site Collocation																				
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA				612.23				270.35							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB			154.59												
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD				23.28											
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR				223.91											
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE				73.39											
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR				208.02											
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT				33.65				22.05							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT				44.63				28.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT				55.62				35.73							
Adjacent Remote Site Collocation																				
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU				755.62				755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT			0.134												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS			6.27												
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																			
Virtual Remote Site Collocation																				
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB				612.23				270.35							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC			154.59												
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR				223.91											
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL				73.39											

EXHIBIT 1

COLLOCATION - Florida										Collocation Rate Exhibit					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0194	7.32	5.37	4.58	2.71					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0388	8.00	5.75	5.00	2.69					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47									
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19									

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APPENDIX DIRECT

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

1. INTRODUCTION

- 1.1 This Appendix applies only to the AT&T, Inc. entities referenced herein. This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.6 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.7 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.9 The Prices at which **SBC-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. DEFINITIONS

- 2.1 **“Automated Message According (AMA)”** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link - (CPDL)”** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment (DTE)”** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch (DMS 200)”** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One (D1)”** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages (EWP)”** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System (IVS)”** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position (MP, MPX or MPX-IWS)”** - Operator Workstations.
- 2.11 **“Non-Published Number (NP)”** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center (OSC)”** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an SBC-12STATE DA Operator.
- 2.14 **“Nortel Queue Management System (QMS)”** - Supports up to 255 unique queues on calls to operator positions.

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- 2.15 **“Nortel Traffic Operating Position System (TOPS)”** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to SBC-12STATE's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address SBC-12STATE will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from SBC-12STATE's host switches via a CLEC Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all SBC-12STATE listings.
- 4.2 SBC-12STATE shall provide DA listings to CLEC from its current DA records and in accordance with SBC-12STATE's methods, practices, and procedures.
- 4.3 SBC-12STATE shall provide CLEC access to the same listing information that is available to its own operators.
- 4.4 SBC-12STATE shall maintain the same level of system performance for CLEC as it provides to itself.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to SBC-12STATE. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. SBC-7STATE shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. SBC-7STATE shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 SBC-AMERITECH – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and SBC-12STATE's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SBC-12STATE, and CLEC will reimburse SBC-12STATE for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless SBC-12STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-12STATE employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

- 8.1 SBC-12STATE shall bill through the appropriate SBC-12STATE regional Mechanized Bill Process.

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9. USE OF SUBSCRIBER LISTING INFORMATION

- 9.1 CLEC is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing local DA for its own End User customers.

10. ASSIGNMENT

- 10.1 The subscriber listing information accessed shall remain the property of **SBC-12STATE**. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

- 11.1 Upon CLEC's request, and pursuant to the terms and conditions herein, **SBC-12STATE** will set rates and other appropriate criteria for provision of Direct Access to CLEC pursuant to the BFR process.

- 11.2 The following types of rates shall apply to Direct Access.

11.2.1 Service Establishment

- 11.2.1.1 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

- 11.2.2.1 CLEC shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

- 11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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**APPENDIX DA
(DIRECTORY ASSISTANCE SERVICE)**

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EXHIBIT 1

APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 Directory Assistance Service will be provided by AT&T in accordance with its applicable tariffs.

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This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for

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2. SERVICES

2.1 Where technically feasible and/or available,

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owned Incumbent Local Exchange Carrier (ILEC) and

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OSDA Rate Exhibit

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1.12 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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with Directory Services are contained in the applicable

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1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company,

EXHIBIT 1

Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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OSDA Rate Exhibit and/or the applicable Commissioned ordered tariff where stated

1.12 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC)

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A service in which a local or an intraLATA call to the requested number is completed on behalf of

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DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)

A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

EXHIBIT 1

- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.9 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.10 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.11 The prices at which

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AT&T will provide the following DA Services:

2.1.1 **DIRECTORY ASSISTANCE (DA)**

Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to

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or Express Call Completion (ECC)

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's End User, utilizing an automated voice system or with operator assistance.

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acknowledges that the Federal Communications Commission has issued an order that could affect **SBC-12 STATE** ability to offer NLS and that **SBC-12STATE** may have to stop providing NLS at anytime.

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releases **SBC-12STATE** from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if **SBC-12STATE** stops providing NLS.

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also agrees to indemnify, defend, and hold harmless **SBC-12STATE** from any and all third party claims, costs, damages, liabilities, loss

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EXHIBIT 1

es, and expenses (including reasonable attorney fees), arising from SBC-12STATE decision to stop providing NLS.

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3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

4.1 Where technically feasible and/or available, /SBC-13STATE will brand DA in

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<<customer_short_name>>’s name based upon the criteria outlined below:

4.1.1 Where /SBC-13STATE provides

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<<customer_short_name>>

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<<customer_short_name>> Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where /SBC-13STATE is only providing DA service on behalf of the

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<<customer_short_name>> name used in branding calls may be subject to Commission regulations and should match the name in which

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<<customer_short_name>>

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<<customer_short_name>>, the calls will be branded.

4.1.2

EXHIBIT 1

APPENDIX DAL
PAGE 1 OF 6
BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
111201

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APPENDIX DAL

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5. BREACH OF CONTRACT . 5¶
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8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS . 3

EXHIBIT 1

APPENDIX DAL
PAGE 3 OF 6
BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
111201

APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 Local Directory Assistance Listings will be provided by AT&T in accordance with its applicable tariffs.

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This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable

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) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2

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OSDA Rate Exhibit

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SBC Communications Inc. (SBC)

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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OSDA Rate Exhibit and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, AT&T/**SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory

EXHIBIT 1

Assistance Listing (DAL) in **SBC-SWBT**, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in AT&T/**SBC-AMERITECH** (herein after collectively referred to as DAL):

- 2.1.1 AT&T/**SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
- 2.1.2 AT&T/**SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End User who call AT&T and/or **SBC-13STATE**'s DA to obtain such information.
- 2.1.3 Inasmuch as AT&T/**SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), AT&T/**SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.
- 2.1.4

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

EXHIBIT 1

1.6 The prices at which AT&T/SBC-13STATE agrees to provide

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with Directory Assistance Listing (DAL) are contained in the applicable		
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's service area, and therefore, wishes to load its database with directory assistance listing information pertaining to AT&T/ <u>SBC-13STATE</u> 's subscribers residing in		
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wishes to provide DA service to its End Users located in the		
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's service area(s).		

2.1.5 AT&T/SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 AT&T/SBC-13STATE shall license its directory assistance listing information as defined in

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OSDA Rate Exhibit.		

2.1.5.2 AT&T/SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 AT&T/SBC-13STATE shall provide directory assistance listing information to

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via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, AT&T/<u>SBC13-STATE</u> will provide to		

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the initial load of directory assistance listing information in a mutually agreed upon timeframe.		

3 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

EXHIBIT 1

3.1

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OSDA Rate Exhibit		
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may use the directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to Licensee's End Users residing in Licensor's service area consistent with AT&T/SBC-13STATE's use of Listing Information obtained from

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**APPENDIX 911
(EMERGENCY SERVICES)**

EXHIBIT 1

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APPENDIX 911

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by ~~AT&T and CUSTOMER.~~

~~Deleted: the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC)~~

1.2 ~~AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.~~

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1.3 As used herein, ~~SBC-13STATE~~ means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, ~~SBC-AMERITECH~~ means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.5 As used herein, ~~SBC-PACIFIC~~ means the applicable above listed ILEC doing business in California.

1.6 As used herein, ~~SBC-NEVADA~~ means the applicable above listed ILEC doing business in Nevada.

1.7 As used herein, ~~AT&T Florida (AT&T)~~ means the applicable above listed ILEC doing business in Florida.

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1.8 The prices at which ~~AT&T~~ agrees to provide CLEC with E911 Service are contained in the applicable ~~Interconnection Rates Exhibit~~ and/or the applicable Commissioned ordered tariff where stated.

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EXHIBIT 1**2. DEFINITIONS**

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law

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Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. AT&T RESPONSIBILITIES

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

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3.2 Call Routing

3.2.1 AT&T will transport 911 calls from each CUSTOMER point of interconnection (POI) to the SR office of the E911 system, where AT&T is the 911 Service Provider.

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3.2.2 AT&T will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

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

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3.3 Facilities and Trunking

3.3.1 AT&T shall provide and maintain sufficient dedicated E911 trunks from AT&T's SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

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3.3.2 AT&T will provide facilities to interconnect CUSTOMER, as specified in the local state tariff. Additionally, when diverse facilities are requested by CUSTOMER, AT&T will provide such diversity where technically feasible, at standard local state tariff rates.

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3.3.3 AT&T shall, in a timely fashion, provide CUSTOMER with the E911 Tandem CLI Information Tool via the Interconnection website for CUSTOMER to validate the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

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3.3.4 AT&T and CUSTOMER will cooperate to promptly test all trunks and facilities between CUSTOMER's network and the AT&T SR(s).

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3.4 Database

3.4.1 AT&T AT&T's 911 database vendor shall store CUSTOMER's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CUSTOMER's End Users served by CUSTOMER's exchange(s)] in the electronic data processing database for the E911 DBMS. CUSTOMER shall contact AT&T's 911 database vendor directly to request the electronic interface that allows CUSTOMER to provide updates to the ALI/DMS database. CUSTOMER or its representative(s) is responsible for electronically providing End User 911 Records to the AT&T 911 database vendor and updating this information on a daily basis. AT&T shall not be liable for the transactions between CUSTOMER and AT&T's 911 database vendor.

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3.4.2 AT&T AT&T's 911 database vendor shall coordinate electronic access to the AT&T E911 DBMS for the initial loading and updating of CUSTOMER End User 911 Records.

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3.4.3 AT&T's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only as specified by AT&T's 911 database vendor.

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3.4.4 It is CUSTOMER's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. Corrective action is described in the CLEC Users Guide to E911 for Facility Based Providers on the AT&T Interconnection website and CUSTOMER shall conform to these standards.

3.4.5 AT&T shall provide CUSTOMER with a file containing the Master Street Address Guide (MSAG) for CUSTOMER's respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where CUSTOMER is authorized to do business as a local exchange service provider and AT&T is the 911 service provider.

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4. CLEC RESPONSIBILITIES

4.1 Call Routing

4.1.1 CUSTOMER will transport 911 calls from each point of interconnection (POI) to the AT&T SR office of the E911 system, where AT&T is the 911 Service Provider.

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4.1.2 CUSTOMER will forward the ANI information of the party calling 911 to the AT&T 911 Selective Router.

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4.2 Facilities and Trunking

4.2.1 CUSTOMER shall provide interconnection with each AT&T 911 Selective Router that serves the exchange areas in which CUSTOMER is authorized to and will provide telephone exchange service.

4.2.2 CUSTOMER acknowledges that its End Users in a single local calling scope may be served by different SRs and CUSTOMER shall be

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responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CUSTOMER shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each AT&T 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

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4.2.4 In AT&T, CUSTOMER is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

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4.2.5 CUSTOMER shall maintain transport capacity sufficient to route traffic over trunks between CUSTOMER switch and the AT&T SR.

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4.2.6 CUSTOMER shall provide sufficient trunking and facilities to route CUSTOMER's originating 911 calls to the designated AT&T 911 SR. CUSTOMER is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

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4.2.7 CUSTOMER is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the AT&T 911 SR.

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4.2.8 CUSTOMER shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

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4.2.9 CUSTOMER shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CUSTOMER's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CUSTOMER shall request additional circuits from AT&T.

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4.2.10 CUSTOMER will cooperate with AT&T to promptly test all 911 trunks and facilities between CUSTOMER's network and the AT&T 911 Selective Router(s) to assure proper functioning of 911 service. CUSTOMER agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

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

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4.3 Database

4.3.1 Once E911 trunking has been established and tested between CUSTOMER's End Office and all appropriate SR, CUSTOMER or its representatives shall be responsible for providing CUSTOMER's End User 911 Records to AT&T's 911 database vendor for inclusion in the ALI/DMS database on a daily basis. AT&T and CUSTOMER or its representatives shall arrange for the automated input and periodic updating of CUSTOMER's End User 911 Records.

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4.3.2 CUSTOMER or its agent shall provide initial and ongoing updates of CUSTOMER's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

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4.3.3 CUSTOMER shall adopt use of a Company ID on all CUSTOMER End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

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4.3.4 CUSTOMER is responsible for providing AT&T updates to the ALI database; in addition, CUSTOMER is responsible for correcting any errors that may occur during the entry of their data to the AT&T 911 DBMS.

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

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4.4 Other

4.4.1 CUSTOMER is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable

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911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries CUSTOMER provides local exchange service.

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5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CUSTOMER's POI to the designated AT&T 911 Selective Router(s).

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6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

Deleted: Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic. ¶

6.2 AT&T will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to AT&T's Selective Routing. AT&T will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

¶ 7.3 . CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC's E911 connection for actual emergency calls. ¶

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

¶ 7.4 . Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2. ¶

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T and CUSTOMER. These specifications shall be documented in the CLEC Users Guide to E911 for Facility Based Providers.

¶ 7.5 . In PACIFIC, NEVADA, and SBC-AMERITECH; the state specific forms shall be submitted in lieu of the Exhibit I referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in AT&T's Interconnection Rates Exhibit or applicable state Commission-approved tariff.

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

9. LIABILITY

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

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

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9.3 CUSTOMER agrees to release, indemnify, defend and hold harmless AT&T from any and all Loss arising out of AT&T's provision of E911 Service hereunder or out of CUSTOMER's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CUSTOMER, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CUSTOMER, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T.

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9.4 CUSTOMER also agrees to release, indemnify, defend and hold harmless AT&T from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited

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to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T.

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10. MUTUALITY

10.1 CUSTOMER agrees that to the extent it offers the type of services covered by this Appendix to any company, that should AT&T request such services, CUSTOMER will provide such services to AT&T under terms and conditions comparable to the terms and conditions contained in this Appendix.

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11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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EXHIBIT 1

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3. . discounted surrogate line sharing charges . 4¶
4. . OSS: CHANGE MANAGEMENT PROCESS . 4¶
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6. . Advanced Services OSS discounts . 4¶
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8. . Promotional Discounts on Resale . 6¶
9. . Promotional UNE PLATFORM . 6¶
10. . LOOP CONDITIONING CHARGES . 8¶
11. . Alternate Dispute Resolution . 8¶
12. . conflicting Conditions . 8¶
13. . SUSPENSION OF CONDITIONS . 8¶
14. . UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT . 9¶
15. . PROMOTIONAL PAYMENT PLAN FOR UNE, RESELL AND BFR PROCESSING FEE WAIVER—OHIO AND ILLINOIS ONLY . 9¶
16. Exhibit E – OSS Discount, Certificate of ELIGIBILITY . 11¶

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¶
APPENDIX MERGER CONDITIONS¶

¶
1. . MERGER CONDITIONS¶

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

¶
As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.¶

¶
1.1.2. As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklaho¶ ... [1]

EXHIBIT 1

APPENDIX MERGER CONDITIONS – SBC-13STATEBellSouth Telecommunications, Inc. d/b/a AT&T Florida

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SBC WISCONSINBellsouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER

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- 13. SUSPENSION OF CONDITIONS 8**
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- 15. PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER–OHIO AND ILLINOIS ONLY 9**

16. Exhibit E – OSS Discount, Certificate of ELIGIBILITY 1

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

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

As used herein, SBC-AMERITECH means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.1.2As used herein, SBC-13STATE means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana,

Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.2 SBC-13STATE will provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.

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

1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date SBC-13STATE obligations cease under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the

Agreement without reference to this Appendix and in the FCC Merger Conditions.

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

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

2.2.2 the Offering Window begins November 7, 1999.

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

DISCOUNTED SURROGATE LINE SHARING CHARGES

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

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 For purposes of this Agreement, "change management process" means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS

changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

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

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

approved by the relevant state regulatory agency using applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

SBC-13STATE will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions. If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix.

Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by SBC-13STATE, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert at no charge to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where

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

In order to qualify for the OSS Discounts set forth in Paragraphs 6.1 and 6.2 for Indiana, CLEC shall deliver to SBC-13STATE and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on Exhibit E - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

7.1 SBC-13STATE will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, SBC-13STATE 's provision, if any, and

CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix.

7.2 Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert at no charge to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

8.1 SBC-13STATE will provide CLEC promotional resale discounts on telecommunications services that SBC-13STATE provides at retail to subscribers who are not telecommunications carriers, where such services are resold to

residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, SBC-13STATE 's provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix.

8.2 Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of any Promotional discount, the service shall automatically convert at no charge to an appropriate SBC-13STATE product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 SBC-13STATE will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When SBC-13STATE provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate SBC-13STATE for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, SBC-13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions. If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, SBC-13STATE's provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates,

terms, and conditions as currently contained in the Agreement without reference to this Appendix.

Should such provisions not be contained in the Agreement without reference to this Appendix, SBC-13STATE's provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9.3 Notwithstanding 9.1 and 9.2 above, SBC-AMERITECH shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-ST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-ST offering in this Appendix changes, the Promotional UNE Platform will automatically change to the same extent.

SBC-AMERITECH will provide The Promotional UNE Platform in accordance with the terms and conditions as listed

on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on SBC-AMERITECH's TCNet.

10. LOOP CONDITIONING CHARGES

10.1 In accordance with paragraph 21 of the FCC Merger Conditions SBC-13STATE will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to SBC-13STATE the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated SBC-13STATE technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where SBC-13STATE identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, SBC-13STATE will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall

not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

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

12. CONFLICTING CONDITIONS

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against SBC-13STATE, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

SUSPENSION OF CONDITIONS

If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any

order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by SBC-13STATE after the date of such termination or order or finding. Thereafter, SBC-13STATE 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

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

PROMOTIONAL PAYMENT PLAN FOR UNE, RESALE AND BFR PROCESSING FEE WAIVER—OHIO AND ILLINOIS ONLY

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

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

SBC-AMERITECH agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech

Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

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EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the

context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with SBC-13 STATE hereby certifies to SBC-13STATE and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

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

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-

EXHIBIT 1

like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

2.1 **“Subscriber Access Lines”** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **“Feature Group A (FGA) Switched Access Service”** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

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

2.4 **“The Primary Company”** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **“The Primary Office”** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **“The Secondary Company”** denotes the Party with the secondary office(s).

EXHIBIT 1

2.7 **“The Secondary Office”** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **“Access Minutes or Minutes of Use (MOUs)”** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **“Currently Effective Tariff Rate”** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month’s compensation cycle, and will not be required to adjust the previous bills retroactively.

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

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

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

5. MINUTES OF USE (MOUS) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs

EXHIBIT 1

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

5.2 Terminating MOUs Development

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

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

5.3 Originating MOUs Development

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

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

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-

EXHIBIT 1

premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.

7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary

EXHIBIT 1

Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

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

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EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

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

1. INTRODUCTION¶

1.1 . This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.¶

1.2 . SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.¶

1.3 . SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.¶

2. DEFINITIONS¶

2.1 . "Customer" – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.¶

2. "Foreign Exchange (FX) Service" ¶

2.2.1 . FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or for... [1])

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APPENDIX FX

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.

2.2 **“Foreign Exchange (FX) Service”**

EXHIBIT 1

- 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.
- 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.
- 2.2.3 Under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.
- 2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.
- 2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

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

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

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

EXHIBIT 1

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

3. UNDERTAKING OF THE PARTIES

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

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

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that

EXHIBIT 1

the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

EXHIBIT 1

APPENDIX-ITR-~~BellSouth Telecommunications d/b/a AT&T Florida~~

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~~BellSouth Telecommunications d/b/a AT&T Florida/CUSTOMER~~

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APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable ~~AT&T~~ owned Incumbent Local Exchange Carrier (ILEC) and ~~CUSTOMER~~.

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1.2 AT&T, Inc., means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 This Appendix provides descriptions of the trunking requirements between ~~CUSTOMER~~ and **AT&T Florida**. All references to incoming and outgoing trunk groups are from the perspective of ~~CUSTOMER~~. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

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1.5 Local trunk groups may only be used to transport traffic between the parties End Users.

1.6 Transit traffic is originated by or terminated to the ~~CUSTOMER~~ End User from or to other networks and not to **AT&T** End Users.

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2. DEFINITIONS

2.1 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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2.2 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin,

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2.3 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

2.4 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.5 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.6 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2.7 **AT&T Florida (AT&T)** - As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida,

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2.8 **“Network Interconnection Methods”** (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a ~~CUSTOMER~~ Tandem or End Office switch and an ~~AT&T~~ Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. ~~CUSTOMER~~ will have administrative control of one-way trunk groups from ~~CUSTOMER~~ to ~~AT&T~~ (~~CUSTOMER~~ originating).

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3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a ~~CUSTOMER~~ switch and an ~~AT&T~~ Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multifrequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency ~~CUSTOMER~~ will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. ~~AT&T~~ will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

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3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will

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negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

3.4 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-13STATE agrees to develop a cutover plan and project manage the cutovers with CUSTOMER participation and agreement.

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3.4 . The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data. The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data.

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4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 AT&T deploys in its network Tandems that switch local only traffic (local Tandem SBC-SWBT only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition AT&T deploys Tandems that switch ancillary traffic such as 911 (911Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, CUSTOMER and AT&T shall route appropriate traffic (i.e. only traffic to and from End Offices that subtend that Tandem where CUSTOMER is not using Multiple Tandem Access (MTA), as described in Appendix: NIM) to and from the respective AT&T Tandems on the trunk groups defined below. AT&T shall route appropriate traffic to CUSTOMER switches on the trunk groups defined below.

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4.2.1 CUSTOMER or wireless carrier CLEC shall route Transit Traffic via AT&T's Tandem switches, and not at or through any AT&T End Offices. When transit traffic through the AT&T Tandem from CUSTOMER to another Local Exchange Carrier, CUSTOMER or wireless carrier requires 24 or more trunks, CUSTOMER shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

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4.3 While the Parties agree that it is the responsibility of CUSTOMER to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, AT&T acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to CUSTOMER and (ii) the date transit traffic volumes exchanged by the CUSTOMER

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and third-party carrier exceed the volumes specified in Section 4.2.1, ~~AT&T~~ will provide ~~CUSTOMER~~ with transit service. ~~CUSTOMER~~ agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date of this Agreement.

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4.4 Direct End Office trunks terminate traffic from a ~~CUSTOMER~~ switch to an ~~AT&T~~ End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group(s), per paragraph 3.3, where technically feasible when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group(s) will be alternate routed to the appropriate Tandem.

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4.5 All traffic received by ~~AT&T~~ on the direct End Office trunk group from ~~CUSTOMER~~ must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the ~~AT&T~~ End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way, per paragraph 3.3, where technically feasible.

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4.6 Trunk Configuration

4.6.1 Trunk Configuration – ~~SBC-SWBT, AT&T and SNET~~

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

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4.6.2 Trunk Configuration – ~~PACIFIC and NEVADA~~

4.6.2.1 When Interconnecting at ~~PACIFIC/NEVADA~~'s digital End offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

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4.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64KCCC data and voice traffic may be combined on the same B8ZFESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange various types of traffic between ~~CUSTOMER~~ and ~~SBC-13STATE~~.

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5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.

5.2.1 A two-way local trunk group, per paragraph 3.3, shall be established between CLEC switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 Where traffic from CLEC switch to **SBC-SWBT** End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the **SBC-SWBT** End Office as described in Sections 4.4 and 4.5.

5.2.3 A local trunk group shall be established from CLEC switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.

5.2.4 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group, per paragraph 3.3, shall be established from CLEC switch to the **SBC-SWBT** Access Tandem(s).

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- 5.2.5 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 5.2.6 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: ~~AT&T~~,
- 5.3.1 Tandem Trunking - Single Tandem LATAs.
- 5.3.1.1 Where ~~AT&T~~ has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a Local Interconnection Trunk group(s) for calls destined to or from all End Offices that subtend the Tandem. Where technically feasible, this trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.2 Tandem Trunking – Multiple Tandem LATAs
- 5.3.2.1 Where ~~AT&T~~ has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every ~~AT&T~~ Tandem where CUSTOMER has homed NPA/NXXs. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.3 Direct End Office Trunking
- 5.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.
- 5.4 InterLATA (Meet Point/Transit Traffic) Trunk Group: ~~AT&T~~
- 5.4.1 InterLATA traffic and Transit Traffic shall be transported between ~~CUSTOMER~~ switch and the ~~AT&T~~ Access or combined local/Access Tandem over a “meet point” (Transit Traffic) trunk group separate from local and IntraLATA toll traffic. The InterLATA (Meet Point/Transit Traffic) trunk group will be established for the transmission and routing of Transit Traffic and exchange access traffic between ~~CUSTOMER~~’s End Users and inter exchange or third party carriers via a ~~AT&T~~ Access Tandem.

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5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency (“MF”) signaling will be used on a separate “Meet Point/Transit Traffic trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

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5.4.3 When ~~AT&T~~ has more than one Access Tandem in a local exchange area or LATA, ~~CUSTOMER~~ shall establish an InterLATA (Meet Point/Transit Traffic) trunk group to each ~~AT&T~~ Access Tandem where the ~~CUSTOMER~~ has homed its NXX code(s). If the Access Tandems are in two different states, ~~CUSTOMER~~ shall establish an InterLATA trunk group with one Access Tandem in each state.

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5.4.4 ~~CUSTOMER~~ will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

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5.4.5 FOR ~~PACIFIC ONLY~~: ~~CLEC~~ will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175— T, Section 6.7.3, Tandem Access Sectorization (TAS). ~~CLEC~~ is not required, however, to home codes by the sector designations. ~~CLEC~~ also agrees to locate at least one Local Routing Number (LRN) per home Tandem if ~~CLEC~~ ports any telephone numbers to its network from a community currently homing on that Tandem.

5.4.6 ~~AT&T~~: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code’s geographic area.

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5.4.7 ~~AT&T~~ will not block switched access customer traffic delivered to any ~~AT&T~~ Tandem for completion on ~~CUSTOMER~~’s network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any ~~AT&T~~ Access Tandem that ~~CUSTOMER~~ switch subtends in each LATA. In no event will ~~AT&T~~ be required to route such traffic through more than one Tandem for connection to/from switched access customers. ~~AT&T~~ shall have no responsibility to ensure that any switched access customer will accept traffic that ~~CUSTOMER~~ directs to the switched access customer. ~~AT&T~~ also agrees to furnish ~~CUSTOMER~~, upon request, a list of those IXCs which also Interconnect with ~~AT&T~~’s Access Tandem(s).

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

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5.5 800/(8YY) Traffic: ~~AT&T~~

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

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5.5.2 All originating Toll Free Service (800/8YY) calls for which ~~CUSTOMER~~ requests that ~~AT&T~~ perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point/Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

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5.5.3 ~~CUSTOMER~~ may handle its own 800/8YY database queries from its switch. If so, ~~CUSTOMER~~ will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, ~~CUSTOMER~~ will route the post-query local or IntraLATA converted local number to ~~AT&T~~ over the local or intra-LATA trunk group. In such case, the ~~CUSTOMER~~ is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, ~~CUSTOMER~~ will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point (Transit Traffic) group to carriers not directly connected to its network but are connected to ~~AT&T~~'s Access Tandem. Calls will be routed to ~~AT&T~~ over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

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5.5.4 All post-query Toll Free Service (800/8YY) calls for which ~~CUSTOMER~~ performs the SSP function, if delivered to ~~AT&T~~, shall be delivered using

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GR-394 format over the Meet Point/Transit Traffic Trunk Group for calls destined to IXCs, or shall be delivered by CUSTOMER using GR-317 format over the local interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

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5.6 E911 Trunk Group

5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CUSTOMER offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CUSTOMER will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

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5.6.2 CUSTOMER shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the AT&T 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

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5.6.3 CUSTOMER will cooperate with AT&T to promptly test all 9-1-1 trunks and facilities between CUSTOMER network and the AT&T 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CUSTOMER and AT&T may turn up test traffic on other trunk groups before completion of 911 testing. CUSTOMER will not turn-up live traffic until successful testing is completed by both Parties.

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5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. CUSTOMER will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

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5.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
0-10,000	2
10,001-20,000	3
20,001-30,000	4
30,001-40,000	5

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40,001-50,000	6
50,001-60,000	7
60,001-75,000	8
75,000 +	9 maximum

5.7.3 If CUSTOMER should acquire a HVCI/Mass Calling customer, i.e. a radio station, CUSTOMER shall notify AT&T of the need to establish a oneway outgoing SS7 or MF trunk group from the AT&T HVCI/Mass Calling Serving Office to the CUSTOMER customer's serving office and AT&T shall establish this trunk group.

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5.7.4 If CUSTOMER finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CUSTOMER may request a meeting to coordinate with AT&T the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that CUSTOMER establishes a new choke NXX, CUSTOMER must notify AT&T a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the AT&T Public Response HVCI/Mass Calling Network Access Tandem to CUSTOMER's choke serving office.

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

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5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If AT&T agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CUSTOMER, CUSTOMER will initiate an ASR for a two-way trunk group from its designated operator services switch to all AT&T OPERATOR SERVICES Tandem(s) in the applicable state utilizing MF signaling. Reciprocally, AT&T will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to the CUSTOMERs designated operator services switch.

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5.8.2 If AT&T agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CUSTOMER the following trunk groups are required:

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5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 CUSTOMER may contract for DA services only. A segregated trunk group for these services will be

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required to the appropriate AT&T OPERATOR SERVICES Tandem in the LATA for the NPA CUSTOMER wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CUSTOMER will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CUSTOMER contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to the appropriate AT&T OPERATOR SERVICES Tandem within the LATA for the NPA that CUSTOMER wishes to serve for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CUSTOMER will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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

5.8.2.3.1 When AT&T's operator is under contract to verify the busy status of CUSTOMER End Users, AT&T will utilize a segregated one-way with MF signaling trunk group from AT&T's Operator Services Tandem to CUSTOMER switch. CUSTOMER will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 CUSTOMER may contract for OA services only. A segregated trunk group for these services will be required to the appropriate AT&T OPERATOR SERVICES Tandem in the LATA for the NPA CUSTOMER wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification

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(ANI), CUSTOMER will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If CUSTOMER chooses AT&T to provide either OS and/or DA, then CUSTOMER agrees to accurately complete the appropriate forms prior to submitting ASRs for OS and DA trunks.

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6. FORECASTING RESPONSIBILITIES: AT&T

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

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5.8.2.5.1 . CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).¶

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6.2 The semi-annual non-binding forecasts shall include:
6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA (Meet Point/Transit Traffic) trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns or other activities that are reflected by a

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significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a non-binding forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 ~~CUSTOMER~~ shall be responsible for forecasting two-way trunk groups. ~~AT&T~~ shall be responsible for forecasting and servicing the one way trunk groups terminating to ~~CUSTOMER~~ and ~~CUSTOMER~~ shall be responsible for forecasting and servicing the one way trunk groups terminating to ~~AT&T~~, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

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6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: ~~AT&T~~

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

TABLE 1

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

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

8. TRUNK SERVICING: ~~AT&T~~

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8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). ~~CUSTOMER~~ will have administrative control for the purpose of issuing ASR's on two-way trunk groups or on a one-way trunk group for that traffic that originates at ~~CUSTOMER~~ and terminates at ~~AT&T~~. Each Party shall issue ASR's for their respective originating trunk groups. In ~~AT&T~~ and ~~SNET~~ where one-way trunks are used (as discussed in section 3.3), ~~AT&T~~ and ~~SNET~~ will issue ASRs for trunk groups for traffic that originates in ~~AT&T~~ and terminates to ~~CUSTOMER~~. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.

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8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by ~~AT&T~~ when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received, ~~CUSTOMER~~ will note "Service Affecting" on the ASR.

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8.4 Underutilization:

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

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

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT, AT&T, and SNET**).

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

8.4.1.4 If **AT&T** does not receive an ASR, or if **CUSTOMER** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **AT&T** will attempt to contact **CUSTOMER** to schedule a joint planning discussion. If **CUSTOMER** will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **AT&T** will issue an ASR to resize the Interconnection trunks and facilities.

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8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT, AT&T, and SNET**).

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8.6 Projects require the coordination and execution of multiple orders or related activities between and among **AT&T** and **CUSTOMER** work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point/Transit Traffic Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Project orders greater than 4 DS1s will be submitted according to a schedule mutually agreed by both Parties. However, orders less than 4 DS1's may be worked as projects upon mutual agreement between the Parties.

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8.7 ~~CUSTOMER will be responsible for engineering its network on its side of the Point of Interconnection (POI). AT&T will be responsible for engineering its network on its side of the POI.~~

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8.8 Due dates for the installation of Local Interconnection and Meet Point/Transit Traffic Trunks covered by this Appendix shall be based on each of ~~AT&T's~~ intrastate Switched Access intervals. If ~~CUSTOMER is unable to or not ready to perform~~ Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, ~~CUSTOMER will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the service due date. If CUSTOMER requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by CUSTOMER. Should CUSTOMER fail to cancel such an ASR, AT&T shall treat that ASR as though it had been canceled. Nothing in this paragraph, however, shall apply to delays or changes requested by CUSTOMER, where the delay or change results from the actions of AT&T.~~

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

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8.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: ~~AT&T~~

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9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

Deleted: Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. The Parties will mutually agree to an implementation schedule to implement system changes necessary to permit the electronic exchange of data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9.2

10. NETWORK MANAGEMENT: ~~AT&T~~

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward

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each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. ~~CUSTOMER~~ and ~~AT&T~~ will immediately notify each other of any protective control action planned or executed.

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10.2 Expansive Controls

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

10.3 Mass Calling

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

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11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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APPENDIX INWARD ASSISTANCE OPERATOR SERVICES (INW)

PAGE 1 OF 7

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APPENDIX INW
(Inward Assistance Operator Services)

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1. INTRODUCTION.....3

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3.. DEFINITIONS . 3¶
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4.. RESPONSIBILITIES OF THE PARTIES . 4¶
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5.. TOLL CENTER CODES . 5¶
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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

1.1 Inward Assistance Operator Services will be provided by AT&T in accordance with its applicable tariffs.

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This Appendix sets forth terms and conditions for Inward Assistance Operator Services provided by the applicable

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SBC Communications Inc. (SBC

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owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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1.3 As used herein, **SBC-13STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

1.6 The prices at which **SBC-13STATE** agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.7 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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2. SERVICES

2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

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

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

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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- 1.7 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switches in the various locations throughout **SBC-13STATE** territory.
- 4.2 Interconnection trunking requirements are described in Appendix ITR.
- 4.3 CLEC will furnish request for service in writing to **/SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **/SBC-**

EXHIBIT 1

13STATE CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to /SBC-13STATE to establish any new interconnection trunking arrangements.

- 4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.
- 4.5 SBC-12STATE - When utilizing the services of CLEC Inward Assistance, SBC-12STATE and CLEC agree that SBC-12STATE will pay CLEC at the same rate CLEC compensate SBC-12State pursuant to the terms of this Appendix.
- 4.6 SNET - When utilizing the services of CLEC Inward Assistance, SNET and CLEC agree that compensation will be handled on a separate and unshared basis.

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5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the SBC-13STATE Operator assistance switches. These codes are specific to the various SBC-13STATE LATA's where or SBC-13STATE Operator assistance switches are located.
- 5.2 SBC-13STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 SBC-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in

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the Resale Rates Exhibit.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

EXHIBIT 1

10.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

EXHIBIT 1

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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the Resale Rates Exhibit. The price set forth in

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-<<customer_short_name>> shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SBC-13STATE pursuant to this Appendix prior to its termination.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in

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the Resale Rates Exhibit is reciprocal and shall be the price SBC-12STATE will pay CLEC when the SBC-12STATE Operator utilizes the Inward Assistance of CLEC operator.

EXHIBIT 1

- 6.2 SNET - Pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in Appendix Pricing.

7. MONTHLY BILLING

- 7.1 &/SBC-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to /SBC-13STATE and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If <<customer short name>> terminates this Appendix prior to the expiration of the term of this Appendix,

EXHIBIT 1

APPENDIX MESSAGE EXCHANGE

PAGE 1 OF 9

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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APPENDIX MESSAGE EXCHANGE

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EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER 111201

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for the exchange record detail as a result of the CUSTOMER's purchase of Resale Services or appropriate Unbundled Network Elements from AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC).

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1.2 As used herein, AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, SBC-13STATE means the applicable SBC owned ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

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1.4 As used herein, SBC-AMERITECH means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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1.5 As used herein, SBC-SWBT means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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1.6 As used herein, PACIFIC means the applicable SBC owned ILEC doing business in California.

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1.7 As used herein, NEVADA means the applicable SBC owned ILEC doing business in Nevada.

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1.8 As used herein, SNET means the applicable SBC owned ILEC doing business in Connecticut.

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1.9 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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2. DEFINITIONS:

2.1 “555” is an SBC-AMERITECH service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the “555” prefix.

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2.2 “900” is a PACIFIC and NEVADA service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the “900” prefix.

2.3 “976” is an AT&T/SBC-AMERITECH, PACIFIC and NEVADA service by which Providers offer audio services for a fee to a CUSTOMER End-User who dials a number using the “976” prefix.

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2.4 “Abbreviated Dialing” is an AT&T/SBC-AMERITECH service by which Providers offer information services for a fee to a CUSTOMER End-User who dials a telephone number with less than seven digits.

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2.5 “Adjustments” are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.

2.6 “Ancillary Message Services” available in AT&T/SBC-AMERITECH, PACIFIC, and NEVADA. Included in AT&T/SBC-AMERITECH offerings are Abbreviated Dialing, 976 services, CPP Cellular services and CPP Paging services. PACIFIC and NEVADA provide 900/976.

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2.7 “Calling Party Pays Cellular” or “CPP Cellular” is an SBC-AMERITECH service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.8 “Calling Party Pays Paging” or “CPP Paging” is an SBC-AMERITECH service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.

2.9 “CLEC CATS Messages” means intraLATA Calling Card and third number billed messages billed to a CLEC End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.

2.10 “Provider” is the entity that offers an AT&T/SBC-AMERITECH, PACIFIC, or NEVADA Ancillary Message Service to an End-User.

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EXHIBIT 1

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2.11 “**Uncollectibles**” are amounts billed to CUSTOMER’s End-Users, which after standard intervals and application of standard collection procedures, are determined by CUSTOMER to be impracticable of collection and are written off as bad debt on final accounts.

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2.12 “**CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CUSTOMER’s End-User and the originating Party is an End-User of AT&T or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

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3. DESCRIPTION OF BILLING SERVICES

3.1 SBC-13STATE and AT&T will receive LEC carried ABS messages being billed to CUSTOMER End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. SBC-13STATE and AT&T shall forward rated messages to CUSTOMER on the Daily Usage File (DUF).

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3.2 PACIFIC and NEVADA shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC Non-CATS Messages shall only be provided by PACIFIC with those LECs with whom PACIFIC has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide CLEC with a list of all such LECs upon request.

3.3 SBC-SWBT, SNET, SBC-AMERITECH and AT&T shall bill charges to the CUSTOMER Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CUSTOMER Resale or UNE port End-User account.

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3.4 As a part of provisioning local service for CUSTOMER, SBC-13STATE and AT&T will block End-User access to 900/976 numbers upon specific written request by CUSTOMER for each separate End User line.

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3.5 CUSTOMER shall block End-User access to Ancillary Message Services upon SBC-13STATE and AT&T’s written request.

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

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4. COLLECTION SERVICES

4.1 CUSTOMER shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CUSTOMER warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than CUSTOMER uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.

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4.2 All messages should be billed within 30 days of receipt. CUSTOMER further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

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5. CHANGES TO PROVIDER’S SERVICES AND RATES

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

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6. SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA

6.1 For messages billed to CLEC End-Users that PACIFIC or NEVADA forward to CLEC as set forth in Section 3 above, PACIFIC or NEVADA shall calculate the amount due based on the following formula:

$$\begin{array}{r}
 \text{Rated Value of 900/976 Messages (if applicable)} \\
 + \text{ Rated Value of CLEC CATS and Non-CATS Messages} \\
 - \text{ Rejected/Unbillable/Uncollectible Messages} \\
 - \text{ CLEC Billing Charge} \\
 + \text{ **PACIFIC** or **NEVADA** Settlement Charge} \\
 \hline
 = \text{ Amount Due **PACIFIC** or **NEVADA**}
 \end{array}$$

6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of CLEC CATS Messages and Non-CATS Messages means the total computed charges for CLEC CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

- 6.1.1.2 Rejected Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC's system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.
- 6.1.1.3 Unbillable Messages means the rated value of CLEC CATS Messages and Non-CATS Messages that were not billable to a CLEC End-User because of missing information in the billing record or other billing error, not the result of an error by CLEC, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA**.
- 6.1.1.4 Uncollectible Messages means the rated value of CLEC CATS Messages and Non-CATS Messages billed by CLEC to subscribers that are unpaid, have been debited to final write-off by CLEC and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.
- 6.1.1.5 CLEC Billing Charge means the CLEC per message billing rate, as set forth in Appendix Pricing under CLEC Billing Rate, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC.
- 6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of CLEC CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to CLEC. Only CLEC CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.
- 6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide CLEC with:
- 6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and
- 6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.
- 6.3 The CLEC shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or **NEVADA** after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER 111201

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- 6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 6.5 That portion of the Amount Due PACIFIC or NEVADA, calculated as set forth in Section 6.1 attributable to LECs for which PACIFIC or NEVADA is the CMDS Host or LECs with whom PACIFIC or NEVADA has an Agreement covering the Settlement of Non-CATS messages shall be settled between PACIFIC or NEVADA and the LECs as set forth in the Appendix PACIFIC or NEVADA shall provide CLEC with an updated list in writing of all LECs with which PACIFIC or NEVADA has such Agreements.
- 6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – AT&T

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7.2 The amount due to SBC-AMERITECH/AT&T under this Appendix shall be the total of all billable charges submitted to CUSTOMER under this Appendix, less:

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7.2.1 All charges due CUSTOMER under subsection 7.1;

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7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

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7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from CUSTOMER End-Users.

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

7.4 Adjustments

EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER 111201

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7.4.1 CUSTOMER may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by SBC-AMERITECH/AT&T within sixty (60) calendar days from the date of the message.

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7.5 Uncollectibles

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

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by CUSTOMER. CUSTOMER shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by CUSTOMER.

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7.6.2 Taxes on Ancillary Message Services. CUSTOMER shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying SBC-AMERITECH or AT&T of those taxes. SBC-AMERITECH or AT&T shall notify CUSTOMER of this information and pursuant to this Agreement CUSTOMER shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to SBC-AMERITECH or AT&T. CUSTOMER shall identify the amount of taxes and type of taxes, by Provider. SBC-AMERITECH or AT&T shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

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8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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APPENDIX MICROWAVE

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BellSouth Telecommunications, Inc. d/b/a AT&T

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APPENDIX MICROWAVE

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7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 6

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APPENDIX MICROWAVE

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

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1.2 AT&T Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee; Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

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1.3 As used herein, AT&T means the applicable above listed ILEC doing business in Florida.

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1.4 The prices at which AT&T agrees to provide CUSTOMER with microwave interconnection are contained in the Collocation Rates Exhibit and/or the applicable Commissioned ordered tariff where stated.

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2. DESCRIPTION

2.1 Where space permits, AT&T will permit the use of CUSTOMER-provided and CUSTOMER-owned microwave entrance facility equipment as the means by which CUSTOMER network connects to a physical or virtual collocation arrangement provided by AT&T. Use of such microwave equipment is available for the purpose of interconnection to AT&T's network or access to AT&T unbundled network elements as may be described in this Appendix or tariff(s) pursuant to which the collocation arrangement is provided.

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3. METHOD OF PROVISIONING

3.1 Where space exists and when technically feasible, the following method for providing space for CUSTOMER-owned and CUSTOMER-provided microwave equipment will be made available to CUSTOMER. AT&T is responsible for design and construction for infrastructure associated with the provision of space for CUSTOMER to place microwave equipment, approved by AT&T, inside the AT&T premises at CUSTOMER's cost.

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3.2 In each instance where microwave interconnection or access to UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CUSTOMER and AT&T. The JIA will provide for specifics relating to, but not limited to, the responsibilities of AT&T and CUSTOMER for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CUSTOMER's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. The JIA shall be mutually agreed upon by both Parties.

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3.3 CUSTOMER is responsible for acquiring the FCC license for the designated spectrum. When the CUSTOMER-designated microwave equipment is placed in an AT&T-provided virtual collocation arrangement, CUSTOMER will provide a copy of the license to AT&T and AT&T will post the CUSTOMER-provided copy in an appropriate location. The microwave entrance facility and associated antenna(e) shall meet all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, OSHA, as well as all reasonable and necessary AT&T safety standards.

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3.4 AT&T Tower/Structure

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3.4.1 Where space is available and where technically feasible, AT&T will provide CUSTOMER with antenna mounting space on the AT&T microwave tower or structure associated with the eligible structure where CUSTOMER's physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space. Recurring charges will be determined on an individual case basis.

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3.4.1.1 CUSTOMER is responsible for all construction required for the mounting of microwave antenna(e) on the AT&T Tower/Structure. CUSTOMER is responsible for the installation, maintenance, repair and removal of all CUSTOMER-provided and CUSTOMER-owned microwave equipment. CUSTOMER is responsible for the removal of its equipment within 60 days of termination of use of the microwave entrance facility. At CUSTOMER's cost, CUSTOMER will restore AT&T's property to its original condition, limited to any damage or other condition

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due to CUSTOMER's presence/use, alteration and/or the removal of any equipment. If CUSTOMER does not perform the removal and restoration by the end of 60 days, AT&T may remove the equipment and restore the property at CUSTOMER's expense on a time and materials basis.

3.4.1.2 CUSTOMER is responsible for securing its equipment located on the AT&T property. CUSTOMER proposal and designs for such security must meet with AT&T's approval.

3.4.1.3 Where AT&T has provided CUSTOMER a physical collocation arrangement within the eligible structure, CUSTOMER radio equipment will be located in the CUSTOMER dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CUSTOMER designated radio equipment will be located in the AT&T equipment line-up. AT&T will allow virtual collocation of CUSTOMER equipment associated with its microwave entrance facility pursuant to the Pricing appendix or tariffs governing the state in which the arrangement is located. All costs for training AT&T employees to install, maintain and repair the equipment will be at CUSTOMER's cost. AT&T and CUSTOMER will mutually agree to the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CUSTOMER is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment as outlined in 5.1.

4. EQUIPMENT

4.1 CUSTOMER is responsible for providing a list of all microwave equipment to be provided to AT&T for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CUSTOMER in the same manner as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 AT&T is not responsible for lost equipment unless caused by its negligence or intentional acts or omissions.

4.3 It is CUSTOMER's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

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5. PERMITS AND LICENSES

5.1 CUSTOMER is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to AT&T prior to the installation of any microwave equipment on the AT&T premises roof. If AT&T's assistance is required to obtain the necessary licenses and permits, AT&T will take all necessary and reasonable actions to assist and CUSTOMER agrees to pay all AT&T's expenses on an ICB/NSCR as required.

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6. CUSTOMER LIABILITY

6.1 CUSTOMER will be responsible for any and all damages resulting from any harm to, or outage occurring in, AT&T's or other collocator's network, which is proximately caused by the installation, operation, or maintenance of CUSTOMER's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CUSTOMER's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by AT&T as a direct or indirect result of the actions of CUSTOMER related to this agreement.

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7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

EXHIBIT 1

**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

EXHIBIT 1

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EXHIBIT 1**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)****1. INTRODUCTION**

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) and CUSTOMER. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

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1.2 AT&T, Inc. means the holding company which owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 **SBC-13 STATE** - As used herein, **SBC-13 STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.4 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.

1.5 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.

1.6 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.

1.7 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.

1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

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1.9 AT&T Florida (AT&T) – As used herein, AT&T Florida (AT&T) means the above-listed ILEC doing business in Florida.

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1.10 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each local exchange area (in SBC-SWBT) and each LATA (in SNET, PACIFIC, NEVADA, AT&T). One or more of these methods may be used to effect the Interconnection in each LATA where CUSTOMER provides Local Exchange Services.

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1.10.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.

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1.10.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE. For SNET Interconnection associated with Unbundled Network Elements is offered from the Connecticut Access Tariff.

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1.11 AT&T shall provide Interconnection for CUSTOMER's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T provides itself, a subsidiary, an affiliate, or any other party to which AT&T provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

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1.12 The Parties shall effect an Interconnection that is efficient, fair and equitable.

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2. PHYSICAL ARCHITECTURE

2.1 AT&T, Inc.'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (SBC-SWBT), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. AT&T's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, SBC-SWBT requires Interconnection in each local exchange area, while AT&T requires Interconnection at a minimum of one (1) access Tandem in a LATA. CUSTOMER and AT&T agree to Interconnect their networks through existing and/or new Interconnection facilities between CUSTOMER switch(es) and AT&T End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CUSTOMER's switch (es) and AT&T's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

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

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area (LATA) where AT&T operates as an incumbent LEC and CUSTOMER has a switch and End Users in that area.

2.5 Either Party, must provide thirty (30) days written notice prior to making any changes to the physical architecture plan.

2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group and Transit Traffic trunk group can be established from the CUSTOMER switch to at least one (1) AT&T Access Tandem in the LATA. To the extent CUSTOMER desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which CUSTOMER has established interconnection trunk groups, CUSTOMER shall pay the appropriate rates for Multiple Tandem Access, as described in this Appendix.

2.6.1 Notwithstanding the forgoing, CUSTOMER shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where CUSTOMER has homed (i.e., assigned) its NPA/NXXs. CUSTOMER shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The

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specified exchange rate center assigned to each AT&T tandem is defined in the LERG. CUSTOMER shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG

2.6.2 Where CUSTOMER does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, CUSTOMER must utilize AT&T's Multiple Tandem Access (MTA) interconnection. To utilize MTA CUSTOMER must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route CUSTOMER's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. CUSTOMER must also establish an interconnection trunk group(s) at all AT&T Access Tandems where CUSTOMER NXXs are homed as described in Section 2.6 above. If CUSTOMER does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, CUSTOMER can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate CUSTOMER's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where CUSTOMER does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

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2.6.3 CUSTOMER may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or terminated to CUSTOMER will be delivered to and from IXCs based on CUSTOMER's NXX access tandem homing arrangement as specified by CUSTOMER in the LERG.

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2.6.4 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in the Interconnection Rates Exhibit and shall be billed in addition to any Call Transport and Termination charges.

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2.6.5 To the extent CUSTOMER does not purchase MTA in a LATA served by multiple Access Tandems, CUSTOMER must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent CUSTOMER routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, CUSTOMER shall pay AT&T the associated MTA charges.

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2.7 CUSTOMER is solely responsible for the facilities that carry OS/DA, 911 or mass calling.

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2.8 If CUSTOMER has established Collocation in a AT&T End Office, direct End Office trunks to that End Office shall be provisioned over CUSTOMER Collocation

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facility. If CUSTOMER has not established Collocation in a AT&T End Office, AT&T shall provision the facilities for the direct End Office trunks from the POI to the AT&T End Office.

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2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted as mutually agreed to by the Parties using the B8ZS with Extended Superframe format framing where technically feasible or Alternative Mark Inversion (AMI) line code with Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, AT&T will provide any multiplexing required for DS1 facilities or trunking at their end and CUSTOMER will provide any DS1 multiplexing required for facilities or trunking at their end at no cost.

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3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

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3.2 Virtual Collocation Interconnection

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

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3.3 Leased Facility Interconnection ("LFI")

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

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between AT&T and CUSTOMER can occur at any mutually agreeable, economically and technically feasible point between CUSTOMER's premises and a AT&T Tandem or End Office within each

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local exchange (~~SBC-SWBT~~) or LATA (~~AT&T, SNET, PACIFIC, and NEVADA~~).

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3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single system in a ring software configuration.

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

3.4.4 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.4.1 Design One: ~~CUSTOMER's~~ fiber cable (four fibers) and ~~AT&T's~~ fiber cable (four fibers) are connected at an economically and technically feasible point between the ~~CUSTOMER~~ and ~~AT&T~~ locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

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

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manhole and terminate it inside AT&T's office on the FDF at AT&T's expense. In this case the POI shall be at the AT&T designated manhole location.

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

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

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3.4.5 CUSTOMER location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from AT&T. This location is CUSTOMER's responsibility to provision and maintain.

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3.4.6 The AT&T location includes all AT&T FOT, multiplexing and fiber required to terminate the optical signal provided from CUSTOMER. This location is AT&T's responsibility to provision and maintain.

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

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3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and

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cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4.9 CUSTOMER and AT&T will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CUSTOMER and AT&T.

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3.5 Other Interconnection Methods

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

4. RESPONSIBILITIES OF THE PARTIES

4.1 If CUSTOMER determines to offer local Interconnection within an AT&T area, CUSTOMER shall provide written notice to AT&T of the need to establish Interconnection in each local exchange area (SBC-SWBT) or LATA (PACIFIC, NEVADA, SNET, and AT&T). Such request shall include (i) CUSTOMER's Switch address, type of Switch and CLI code; (ii) CUSTOMER's requested Interconnection activation date; and (iii) a non-binding forecast of CUSTOMER's trunking and facilities requirements.

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4.2 Upon receipt of CUSTOMER's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

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4.3 If CUSTOMER deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AT&T Central Offices, CUSTOMER shall provide written notice to AT&T, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If AT&T deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CUSTOMER Central Offices in such local exchange/LATA, AT&T shall be entitled, upon written notice to CUSTOMER, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

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

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4.5 ~~CUSTOMER and AT&T will review engineering requirements on a semi-annual basis and establish non-binding forecasts for facilities utilization provided under this Appendix.~~

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4.6 ~~CUSTOMER and AT&T shall:~~

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4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

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

5.2 Criteria:

5.2.1 Investment is to be minimized.

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

5.3 Processes:

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

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate based on mutual consent of the Parties. Trunk

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design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

- 5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system or an appropriately sized system will be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

- 6.1 The purpose of this section is to cover both ~~CUSTOMER's~~ and ~~SBC-SWBT, PACIFIC~~ and ~~NEVADA~~ leasing of facilities from each other for purposes of Interconnection. ~~AT&T~~ offers leased facilities from the applicable Access Tariff, subject to the factor process as described in Appendix: Reciprocal Compensation.
- 6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 6.3 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 6.4 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.
- 6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requested Party may agree to provide

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under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

- 6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.
- 6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR as well as inform requesting party if the BFR is not the correct process for the Request, and in such acknowledgement advise requesting Party of any further information needed to process the Request.
- 6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.
- 6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) and CUSTOMER.

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1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.5 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.6 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

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- 1.10 As used herein, PACIFIC means an ILEC doing business in California.
- 1.11 As used herein, NEVADA means an ILEC doing business in Nevada.
- 1.12 As used herein, SNET means an ILEC doing business in Connecticut.
- 1.13 The prices at which AT&T/SBC-13STATE agrees to provide CUSTOMER with Numbering Portability are contained in the applicable FCC tariff.
- 1.14 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

- 2.1 Due to all AT&T, NEVADA, PACIFIC, SBC-AMERITECH and SNET switches being LNP capable, this Section does not apply.

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2.2 General Terms and Conditions

- 2.2.1 SBC-SWBT and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SBC-SWBT. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.3 Service Provided

- 2.3.1 SBC-SWBT shall provide INP to CLEC only, as described herein.
- 2.3.2 SBC-SWBT shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SBC-SWBT does not offer INP services and facilities for NXX codes 555, 976, 950.
- 2.3.3 SBC-SWBT shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by SBC-SWBT to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.

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2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SBC-SWBT shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

2.4.1 SBC-SWBT's sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CUSTOMERs

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2.5.1 CLEC shall coordinate the provision of service with SBC-SWBT to assure that CLEC's switch is capable of accepting INP ported traffic.

2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with SBC-SWBT's service parameters, interfaces, equipment and facilities. CLEC shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SBC-SWBT or any of its End Users. In the event that SBC-SWBT determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of SBC-SWBT or any of its End Users, SBC-SWBT may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SBC-SWBT's tariffs, where applicable.

2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard SBC-SWBT intercept announcement SBC-SWBT shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SBC-SWBT to its own End User subscribers has elapsed, the ported telephone number will be released back to SBC-SWBT.

2.5.5.1 Formerly ported telephone numbers which revert to SBC-SWBT as described above shall be reassigned or provided with a standard

SBC-SWBT intercept announcement in accordance with SBC-SWBT's standard operating procedures then in effect.

- 2.5.6 CLEC shall designate to SBC-SWBT at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to CLEC assigned telephone numbers:
- 2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
- 2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.
- 2.6 Limitations Of Service
- 2.6.1 SBC-SWBT is not responsible for adverse effects on any service, facility or equipment from the use of INP service.
- 2.6.2 End-to-end transmission characteristics cannot be specified by SBC-SWBT for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.
- 2.7 Service Descriptions
- 2.7.1 INP-Remote
- 2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SBC-SWBT, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.
- 2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.
- 2.7.1.3 The CLEC-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access

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billing, i.e., an incoming call to the **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

2.7.1.4 Where facilities exist, **SBC-SWBT** will provide identification of the originating telephone number, via SS7 signaling, to CUSTOMER,

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2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CUSTOMER's switching (central office or premises) equipment for identification and subsequent routing and call completion.

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2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement.

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Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

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

3.1.2 Other than as specifically set out elsewhere in this agreement, SNET does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 AT&T provides CUSTOMERs the use of the AT&T PNP database via the Service Provider Number Portability (SPNP) Database Query. The CUSTOMER's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T's PNP database will

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determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 AT&T will provide CUSTOMER the use of the AT&T PNP database, PNP software, and SS7 network via the SPNP Query.

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3.2.3 The Parties shall:

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

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

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

3.3 Obligations of AT&T and SBC-12STATE

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3.3.1 AT&T/PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

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3.3.2 SBC-SWBT has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, SBC-SWBT will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

3.3.4 AT&T and SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.

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3.4 Obligations of CUSTOMER

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3.4.1 When purchasing the SPNP Database Query, CUSTOMER will access AT&T and SBC-12STATE s facilities via an SS7 link: AT&T/SBC-AMERITECH - Section 8 of FCC No. 2 Access Service Tariff/NEVADA – Section 6 of FCC No. 1 Access Services tariff/PACIFIC – Section 6 of FCC No. 128 Access Service tariff/ SBC-SWBT- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the AT&T/SBC-12STATE STP.

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3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise PACIFIC/NEVADA/SBC-SWBT of the entry point(s) of queries to the PACIFIC/NEVADA/SBC-SWBT network and provide a query forecast for each entry point.

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

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3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SBC-SWBT switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When CUSTOMER requests that an NXX in an LRN capable AT&T/SBC-12STATE switch become portable, CUSTOMER shall follow the industry standard LERG procedure.

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

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3.4.7 CUSTOMER shall adhere to AT&T/SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals.

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3.4.8 CUSTOMER shall adhere to AT&T's reserved number terms and conditions pursuant to Appendix Numbering.

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3.5 Obligations of Both Parties

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

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- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
 - 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
 - 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
 - 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
 - 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
 - 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 3.6 Limitations of Service
- 3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH/AT&T** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
 - 3.6.2 Telephone numbers in the following **AT&T/SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **AT&T/SBC-12STATE** Official Communications Services (OCS) NXXs.
 - 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

EXHIBIT 1BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER

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3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If CUSTOMER chooses not to fulfill its N-1 carrier responsibility, AT&T/SBC-12STATE will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The CUSTOMER shall be responsible for payment of charges to AT&T/SBC-12STATE for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The CUSTOMER shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

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3.8 Pricing

- 3.8.1 The price of PNP queries shall be the same as those in

AT&T/SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff

NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff

PACIFIC BELL - Section 13 of the FCC No. 128 Access Services Tariff

SBC-SWBT - Section 34 of the FCC No. 73 Access Services Tariff

EXHIBIT 1

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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- 3.8.2 CUSTOMER agrees not to charge AT&T/SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or AT&T/SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CUSTOMER to recover the costs associated with LNP.

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4. INP TO PNP TRANSITION

- 4.1 AT&T/PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

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- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

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

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- 4.4 New requests for INP will not be provided in an AT&T/SBC-12STATE switch once LRN has been deployed in that switch.

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

5. MASS CALLING CODES**5.1 General Terms and Conditions**

- 5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T/SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T and SBC-12STATE will provide mass calling code portability using a non-LRN solution.

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BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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5.2 Service Provided

5.2.1 AT&T and SBC-12STATE will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the AT&T/SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T/SBC-12STATE mass calling tandem and/or AT&T/SBC-AMERITECH mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T/SBC-12STATE choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

5.2.2 When a CUSTOMER requests that an AT&T/SBC-12STATE number with a mass calling NXX code be ported to its network, AT&T/SBC-12STATE will build translations at the CSO to route the incoming calls to a CUSTOMER provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CUSTOMER central office.

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5.3 Obligations of AT&T and SBC-12STATE

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5.3.1 AT&T and SBC-12STATE will port its numbers with mass calling NXXs upon request by the CUSTOMER. Non-LRN porting will be done via pseudo code or route index translation in the AT&T/SBC-12STATE CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

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5.3.2 AT&T and SBC-12STATE will not charge the CUSTOMER for the use of its choke network by the CUSTOMER's mass calling customer. In exchange, AT&T and SBC-12STATE shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

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5.4 Obligations of CUSTOMER

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5.4.1 CUSTOMER shall agree to adhere to AT&T and SBC-12STATE LSR format and mass calling due date intervals.

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5.4.2 The CUSTOMER shall provide the facility and DID trunk group from the AT&T/SBC-12STATE CSO to the CUSTOMER's serving office. The CUSTOMER shall size this one-way MF trunk group.

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5.4.3 The CUSTOMER shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

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5.5 CUSTOMER Mass Calling Codes

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5.5.1 Should the CUSTOMER assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CUSTOMER shall home its CSO(s) on an AT&T/SBC-12STATE mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from AT&T/SBC-12STATE's tandem and/or AT&T/SBC-AMERITECH mass calling hub to the CUSTOMER. In order to allow the Parties time to order and install such mass calling trunks, the CUSTOMER shall provide AT&T/SBC-12STATE notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

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5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where AT&T/SBC-12STATE and CUSTOMER both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

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5.6 Limitations of Service

5.6.1 CUSTOMER shall adhere to AT&T's and SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

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6. PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT

6.1 CLEC shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to CLEC.

7. PROVISION OF PNP BY CUSTOMER TO AT&T/ PACIFIC/NEVADA/SBC-AMERITECH

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7.1 CUSTOMER shall provide PNP to AT&T/ PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when AT&T/PACIFIC/NEVADA/SBC-AMERITECH provide such services to CUSTOMER.

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8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-SWBT is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
 _____ (address of service provider)
 _____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
 Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____(CLLI 2): _____

_____(CLLI 3): _____

Authorized company representative signature/title:

EXHIBIT 1

APPENDIX NUMBERING

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BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER

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APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and BellSouth Telecommunications, Inc. d/b/a AT&T Florida will coordinate with respect to NXX assignments.

1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

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1.3 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.

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2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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2.2 At a minimum, in those Metropolitan Exchange Areas where the CUSTOMER is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CUSTOMER shall obtain a separate NXX code for each AT&T rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CUSTOMER and AT&T to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

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2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

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

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

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry

databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

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

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

3.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

**APPENDIX OS
(OPERATOR SERVICES)**

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**APPENDIX OS
(OPERATOR SERVICES)**

1. INTRODUCTION

1.1 Operator Services will be provided by AT&T in accordance with its applicable tariffs.

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1.2 . AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin. ¶
SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, ... [1]

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- 1.2 AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

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- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.
- 1.14 As used herein, **AT&T Florida (AT&T)** means the applicable above listed ILEC doing business in Florida.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATEAT&T** will provide the following OS:

- 2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATEAT&T** operator, hereafter called "Operator.

- 2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

- 2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

- 2.1.2 Operator-Assisted Call Processing

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

EXHIBIT 1

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATEAT&T** can support the following fully automated call types as outlined below:

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- 3.1.1 Fully Automated Calling Card Service.
- 3.1.1.1 **SBC-13STATEAT&T** -This service is provided when the caller dials zero (“0”), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.
- 3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System
- 3.1.2.1 **SBC-12STATEAT&T** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:
- 3.1.3.1 When the caller identifies himself or herself as disabled.
- 3.1.3.2 When the caller reports trouble on the network.
- 3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATEAT&T** will support the following Operator-assisted call types for CLEC<<customer_short_name>>:

- 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.
- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

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- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
4. CALL BRANDING
- 4.1 Where technically feasible and/or available, **SBC-13STATEAT&T** will brand OS in CLEC<<customer_short_name>>'s name based upon the criteria outlined below:
- 4.1.1 Where **SBC-13STATEAT&T** provides CLEC<<customer_short_name>> Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATEAT&T** is only providing OS on behalf of the CLEC<<customer_short_name>>, the calls will be branded.
- 4.1.2 CLEC<<customer_short_name>> name used in branding calls may be subject to Commission regulations and should match the name in which CLEC<<customer_short_name>> is certified.
- 4.1.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

EXHIBIT 1

- 4.1.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.5 A CLEC purchasing **SBC-13STATEAT&T** unbundled local switching is responsible for maintaining CLEC<<customer_short_name>>'s End User customer records in **SBC-13STATEAT&T** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC<<customer_short_name>>'s failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.6 Multiple Brands
- 4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.
- 4.1.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.
- 4.1.7 Branding Load Charges
- 4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.7.2 **SBC-AMERITECHAT&T** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per OCN, per trunk group for the establishment of CLEC<<customer_short_name>> specific branding. An additional non-recurring charge applies per brand, per OCN, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

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- 4.1.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATEAT&T** will provide CLEC<<customer_short_name>> OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1 CLEC<<customer_short_name>> will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 CLEC<<customer_short_name>> will inform **SBC-13STATEAT&T**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC<<customer_short_name>> acknowledges that it is responsible to provide **SBC-13STATEAT&T** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC<<customer_short_name>>'s OS Rate/Reference Information. An additional non-recurring charge will apply per state, per OCN, per Operator assistance switch for each subsequent change to either the CLEC<<customer_short_name>>'s OS Rate or Reference Information.
- 5.1.4 **SBC-13STATEAT&T** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATEAT&T** will quote the applicable OS rates as provided by CLEC<<customer_short_name>>.
- 5.1.4.1 **SBC-AMERITECHAT&T** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC<<customer_short_name>> End User, **SBC-AMERITECHAT&T** and **SBC2-STATE** will transfer the CLEC<<customer_short_name>> End User to a customer care number specified by the CLEC<<customer_short_name>> in the OSQ. When **SBC-AMERITECHAT&T** and **SBC2-STATE** has the capability to quote-specific CLEC<<customer_short_name>> rates and reference information the parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function

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on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC<<customer_short_name>>'s NXX encompasses multiple emergency agencies, **SBC-13STATEAT&T** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC<<customer_short_name>> must provide **SBC-13STATEAT&T** with the correct information to enable the transfer as required by the OSQ. CLEC<<customer_short_name>> will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATEAT&T** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC<<customer_short_name>> agrees to indemnify, defend, and hold harmless **SBC-13STATEAT&T** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 **SBC-13STATEAT&T** will be the sole provider of OS for CLEC<<customer_short_name>>'s local serving area(s) unless notified otherwise by the CLEC<<customer_short_name>>.
- 8.2 CLEC<<customer_short_name>> will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATEAT&T** Operator assistance switch. Should CLEC<<customer_short_name>> seek to obtain interexchange OS from **SBC-13STATEAT&T**, CLEC<<customer_short_name>> is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.2.1 **SBC-2STATE** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when **SBC-2STATE**

EXHIBIT 1

5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each **SBC-2STATE** Operator assistance switch.

- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC<<customer_short_name>> will furnish to **SBC-13STATEAT&T** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC<<customer_short_name>> will provide **SBC-13STATEAT&T** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC<<customer_short_name>> understands and acknowledges that before live traffic can be passed, CLEC<<customer_short_name>> is responsible for obtaining and providing to **SBC-13STATEAT&T**, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 **SBC-13STATEAT&T** will provide OS to CLEC<<customer_short_name>>'s End Users in accordance with **SBC-13STATEAT&T** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which **SBC-13STATEAT&T** agrees to provide CLEC<<customer_short_name>> with OS are contained in the applicable Appendix PricingResale Rate Exhibit and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, **SBC-13STATEAT&T** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC<<customer_short_name>>.

11. MONTHLY BILLING

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

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11.2 **SBC-13STATEAT&T** will accumulate and provide CLEC<<customer_short_name>> such data as necessary for CLEC<<customer_short_name>> to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 CLEC<<customer_short_name>> also agrees to release, defend, indemnify, and hold harmless **SBC-13STATEAT&T** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATEAT&T** employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

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

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

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements

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provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.

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AT&T Inc. means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, 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, and/or Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.	

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1.14 As used herein, AT&T Florida (AT&T) means the applicable above listed ILEC doing business in Florida.	

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