

7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an ~~SBC-13STATE~~ or AT&T Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by ~~AT&T~~ or ~~SBC13-STATE~~, as applicable. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of ~~A~~advanced ~~s~~Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning (see Appendix DSL for line conditioning). ~~Unbundled loop modification is offered for a separate charge- in Florida as set outforth in the UNE Rates Exhibit A.~~ The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in ~~SBC-13STATE~~ or AT&T wire centers. ~~CLECCUSTOMER~~ agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (~~AT&T~~ and ~~SBC-12STATE~~) or by tariff (~~SNET~~) and in the state specific Appendix Pricing (~~SBC-12STATE~~), ~~-UNE Rates Exhibit A(AT&T) SBC-12STATE~~) or by tariff (~~SNET~~):

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If ~~CLECCUSTOMER~~ requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) ~~AT&T~~ and ~~SBC-12STATE~~ will, where available, move the requested unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop at no additional charge to ~~CLECCUSTOMER~~. If, however, no spare unbundled loop is available, ~~-SBC-12STATE~~ will within two (2) business days, excluding weekends and holidays, of ~~CLEC~~'s request, ~~-~~notify ~~CLECCUSTOMER~~ of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire ~~160 Kbps~~ digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to the technical specifications in the AT&T Technical Reference (TR) 73600. ~~The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.~~

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the ~~SBC-13STATE~~ or AT&T Central Office, as applicable, to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with ~~SBC-13STATE~~’s processes implementing the Supplemental Order.

8.0 8. Subloop Distribution Elements.

8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

8.2 Unbundled Subloop Distribution

8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to a AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)

Unbundled Copper Subloop (UCSL)

USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

8.2.2 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

8.2.4 If CUSTOMER requests a UCSL and it is not available, CUSTOMER may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

8.2.5 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

8.2.6 Upon request for USLD-INC from CUSTOMER, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for CUSTOMER's use on this cross-

connect panel. CUSTOMER will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

8.2.7 For access to Voice Grade USLD and UCSL, CUSTOMER shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in the Physical Collocation Attachment. This cable would be connected by a AT&T technician within the AT&T cross-box during the set-up process. CUSTOMER's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

8.2.8 Through the SI process, AT&T will determine whether access to USLs at the location requested by CUSTOMER is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet CUSTOMER's request, then AT&T will perform the site set-up as described in the ~~CLEC~~CUSTOMER Information Package, located at AT&T's Interconnection Web site.

8.2.9 The site set-up must be completed before CUSTOMER can order Subloop pairs. For the site set-up in a AT&T cross-connect box in the field, AT&T will perform the necessary work to splice CUSTOMER's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

8.2.10 Once the site set-up is complete, CUSTOMER will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when CUSTOMER requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by CUSTOMER for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

8.2.11 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.

SUB-LOOP ELEMENTS

~~8.1 SBC-12STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.~~

~~8.1.1A sub-loop unbundled network element is defined as any portion of the loop from SBC-12STATE's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in SBC-12STATE's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.~~

~~8.2—Definitions pertaining to the Sub-Loop:~~~~8.2.1“Dead Count” refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.~~~~8.2.2~~~~8.2.3“Demarcation Point” is defined as the point on the loop where the ILEC’s control of the wire ceases and the subscriber’s control (or on the case of some multiunit premises, the landlord’s control) of the wire begins.~~~~8.2.4“Digital Subloop” May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.~~~~8.2.4—”Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC’s network.“Feeder cable” is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.~~~~8.2.5“MDF to SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.~~~~8.2.6“MDF to Term” is that portion of the loop from the MDF to an accessible terminal.~~~~8.2.7“Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.~~~~8.2.8“SAI/FDI to Term” is that portion of the loop from the SAI/FDI to an accessible terminal.~~~~8.2.9~~~~8.2.10“SAI/FDI to NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.~~~~8.2.11~~~~8.2.12“SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.~~~~8.2.13“SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.~~~~8.2.14“Term to NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term to NID includes use of the Network Terminating Wire (NTW).~~

~~8.2.15~~

~~8.3~~~~SBC-12STATE~~ will offer the following subloop types:

~~8.3.12~~ Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

~~8.3.24~~ Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

~~8.3.34~~ Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

~~8.3.4~~

~~8.3.5~~ DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

~~8.3.62~~ Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

~~8.3.7~~

~~8.3.82~~ Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

~~8.3.9~~

~~8.3.10~~ ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end-user capacity up to 144 Kbps.

~~8.3.11~~

~~8.4~~ Subloops are not available for combination by ~~SBC-12STATE~~ with any Unbundled Network Elements or service.

~~8.5~~ Subloops are provided "as is" unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates set out in the state-specific Appendix Pricing and the terms and conditions set out in the Appendix DSL.

~~8.6A~~ subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

~~8.7 Twisted-pair Copper Subloops:~~

~~8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:~~

- ~~• any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises);~~
- ~~• the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet;~~
- ~~▪ the Main Distributing Frame (MDF);~~
- ~~▪ the Terminal (underground or aerial).~~

~~8.8 CLEC may request access to the following twisted-pair copper subloop segments:~~

FROM:	TO:
1. Main Distributing Frame	Serving Area
Interface or	Feeder Distribution
Interface	
2. Main Distributing Frame	Terminal
3. Serving Area Interface or	Terminal
Feeder Distribution Interface	
4. Serving Area Interface or	Network Interface
Feeder Distribution Interface	
Device	
5. Terminal	Network Interface
Device	
6. NID	Stand Alone
7.*SPOI	Stand Alone
(Single Point of Interconnection)	

~~*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.~~

~~8.9 High Capacity Subloops:~~

~~8.9.1 Access to terminals for high capacity subloops is defined to include:~~

- ~~▪ any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises);~~

- ~~▪ the Remote Terminal (RT), only when cross-connect access is available at that RT~~
- ~~▪ the Terminal (underground or aerial).~~

~~8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).~~

~~8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.~~

~~8.11 Provisioning:~~

~~8.11.1 Connecting Facility Arrangement (CFA) assignments must be in place prior to ordering and assigning specific subloop circuit(s).~~

~~8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.~~

~~8.11.3 Provisioning intervals for subloops shall be governed by the interval as defined in the CLEC Handbook.~~

~~8.11.4 Once all subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, the CLEC may place a LSR for subloops at this location. Prices at which SBC-12STATE agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing~~

~~8.12 Maintenance:~~

~~8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the AT&T or SBC-12STATE switch/testing equipment will be lost.~~

- 8.12.2 ~~CLECCUSTOMER~~ shall isolate trouble to the ~~AT&TSBC~~ Subloop portion of the ~~CLECCUSTOMER~~'s service before reporting trouble to ~~AT&T or SBC-12STATE, as applicable.~~
- 8.12.3 ~~AT&T and SBC12-STATE~~ shall charge the ~~CLECCUSTOMER~~ a Maintenance of Service Charge (MSC) when ~~CLECCUSTOMER~~ dispatches ~~AT&TSBC~~ on a trouble report and the fault is determined to be in the ~~CLECCUSTOMER~~'s portion of the loop. Such charges may be found in the ~~AT&T's FCC No.1 Tariff (AT&T) or~~ individual state specific Appendix Pricing or tariffs, ~~as applicable.~~
- 8.12.4 In the event of Catastrophic Damage to the RT, ~~SAI/FD/Cross Connect Device~~, Terminal, or NID where ~~CLECCUSTOMER~~ has a ~~SAAsubloop site, AT&TSBC-13 STATE~~ repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the ~~CLECCUSTOMER~~ cabling require replacement, ~~SBC-13STATE-AT&T~~ will provide prompt notification to ~~CLECCUSTOMER~~ for ~~CLECCUSTOMER~~ to provide the replacement cable to be terminated as necessary.
- 8.13 ~~Intentionally Left Blank Subloop Access Arrangements:~~
- 8.13.1 ~~Intentionally Left Blank Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in either the Physical and Virtual Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC-12STATEAT&T subloop network.~~
- 8.13.2 ~~Intentionally Left Blank The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.~~
- 8.13.3 ~~Intentionally Left Blank Upon receipt of a complete and correct application, SBC-12STATEAT&T will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.~~
- 8.13.4 ~~Intentionally Left Blank The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant~~

- ~~loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.~~
- 8.13.5 ~~Intentionally Left Blank~~ Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 ~~Intentionally Left Blank~~ Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 ~~Intentionally Left Blank~~ CLEC will be responsible for obtaining rights of way from owners of property where ~~SBC-12STATE~~AT&T has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- ~~8.13.8~~ ~~Intentionally Left Blank~~ Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- ~~8.13.98.13.8~~ ~~Intentionally Left Blank~~ Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to ~~SBC-12STATE~~AT&T written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. ~~SBC-12STATE~~AT&T will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.2 of this Appendix.
- ~~8.13.108.13.9~~ ~~Intentionally Left Blank~~ Upon completion of the construction activity, the CLEC will be allowed to test the installation with a ~~SBC-12STATE~~AT&T technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into ~~SBC-12STATE~~AT&T's interconnection point.

- ~~8.13.10 Intentionally Left Blank A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line shared and non line shared arrangements to each subtending SAI. This will allow SBC-12STATEAT&T to properly engineer access to each SAI and to ensure SBC-12STATEAT&T does not provide more available terminations than the CLEC expects to use.~~
- ~~8.13.11 Intentionally Left Blank In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25 pair binder group. The CLEC would begin utilizing the second 25 pair binder group once the first 25 pair binder group reached its capacity.~~
- ~~8.13.13 Intentionally Left Blank Unused CLEC terminations (in normal splicing increments such as 25 pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.~~
- ~~8.13.14 Intentionally Left Blank In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC-12STATEAT&T for removal of their facilities from the SAA.~~
- 8.14 Subloop Access ~~Arrangement (SAA) Access~~ Points:
- 8.14.1 ~~SAI/FDI~~Cross Connect Device or Terminal
- 8.14.1.1 ~~CLECCUSTOMER~~ cable to be terminated in a ~~SAI/FDI~~SBC-12STATEAT&T cross connect device, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. ~~CLECCUSTOMER's~~ Aerial cables should be aircore.
- 8.14.1.2 The ~~CLECCUSTOMER~~ ~~may elect to~~will place their cable to within 3 feet of the ~~SAA site~~cross connect device and coil up an amount of cable, defined by the engineer in the design phase, that ~~SBC-12STATEAT&T~~will terminate on available binding posts in the ~~SAI/FDI~~cross connect device or Terminal.

- 8.14.1.3 The ~~CLEC~~CUSTOMER may “stub” up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the ~~SAI/FDI~~cross connect device or Terminal, which ~~SBC-12STATE~~AT&T will splice to the ~~CLEC~~CUSTOMER cable at the meet point.
- ~~8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.~~
- ~~8.14.1.58.14.1.4 Intentionally Left Blank Exhausted termination points in a SAI/FDI—When a SAI/FDI’s termination points are all terminated to assignable cable pairs, SBC-12STATE~~AT&T~~ may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.~~
- ~~8.14.1.68.14.1.5 Intentionally Left Blank Exhausted Termination Points in a Terminal—When a terminal’s termination points are all terminated to assignable cable pairs, SBC-13STATE may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.~~
- 8.15 Relocation of Existing ILEC/~~CLEC~~CUSTOMER Facilities involved in a ~~SAA~~Cross Connect Box or Cross Connection Device at a RT, ~~SAI/FDI~~Cross Connect Device, Terminal or NID:
- 8.15.1 AT&TSBC-12STATE shall notify ~~CLEC~~CUSTOMER of pending relocation as soon as AT&TSBC receives such notice.
- 8.15.2 ~~CLEC~~CUSTOMER shall notify AT&TSBC-12STATE of its intentions to retain the sub-loop arrangement in the new cross-box location~~remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.~~
- 8.15.3 AT&TSBC-12STATE shall then provide the ~~CLEC~~CUSTOMER an estimate to terminate their facilities as part of the relocation of the site

including the applicable ~~SAA~~ Cross Connect Device. This process may require a site visit with the ~~CLECCUSTOMER~~ and ~~AT&TSBC-12STATE~~ engineer.

8.15.4 ~~CLECCUSTOMER~~ shall notify ~~AT&TSBC-12STATE~~ of acceptance or rejection of the new ~~SCA-subloop location~~ within 10 business days of its receipt of ~~SBCAT&T-12STATE~~'s estimate.

8.15.5 Upon acceptance of the ~~AT&TSBC-12STATE~~ estimate, ~~CLECCUSTOMER~~ shall pay ~~at least 50%~~ 100% of the relocation costs at the same time as they notify ~~AT&TSBC-12STATE~~ of their acceptance of estimate costs.

8.15.6 Should ~~CLECCUSTOMER~~ decide not to continue the SAA, ~~CLECCUSTOMER~~ will notify ~~AT&TSBC-12STATE~~ as to the date that ~~AT&TSBC-12STATE~~ may remove ~~CLECCUSTOMER~~'s facilities from that SAA. ~~CLECCUSTOMER~~ will pay ~~AT&TSBC-12STATE~~ for all costs associated with the removal of the ~~CLECCUSTOMER~~'s SAA.

8.15.7 In the event that ~~CLECCUSTOMER~~ does not respond to ~~AT&TSBC-12STATE~~ in time to have their facilities relocated, ~~AT&TSBC-12STATE~~ shall move ~~CLECCUSTOMER~~ facilities and submit a bill for payment to the ~~CLECCUSTOMER~~ for the costs associated with the relocation. Should ~~CLECCUSTOMER~~ elect not pay this bill, then ~~CLECCUSTOMER~~ facilities will be removed from the site upon 30 days notice to the ~~CLECCUSTOMER~~.

8.16 ~~Intentionally Left Blank RT (for DS3 Subloop):~~

8.16.1 ~~Intentionally Left Blank~~ ~~The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on a fiber/coax interconnection block to be constructed in the RT.~~

8.16.2 ~~Intentionally Left Blank~~ ~~The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which SBC-12STATE will splice to the CLEC cable at the meet point.~~

9. ~~ENGINEERING CONTROLLED SPLICE (ECS)~~ ~~Intentionally Left Blank~~

~~Although under no obligation to do so at non-Pronto sites, as a voluntary offering, SBC-13STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.~~

~~The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).~~

~~9.2.1— CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC-13STATE will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC-13STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.~~

~~9.2.2— CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering-controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC-13STATE places more pairs at the splice.~~

~~9.2.3— SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC-13STATE will construct the engineering-controlled splice, the ECS may be owned by SBC-13STATE or the CLEC depending on the specific arrangement.~~

~~9.2.4— If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering-controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.~~

~~9.2.5— SBC-13STATE may require a separate SCA for each remote terminal site.~~

~~9.2.6— Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.~~

~~9.3— CLECs will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).~~

~~9.3.1—Dedicated Facility Option (DFO)~~

~~9.3.1.1 CLEC may request SBC-13STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.~~

~~9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop (as defined in Appendix DSL) from the cabling desired for access to non-line shared subloops.~~

~~9.3.1.3 CLECs will compensate SBC-13STATE for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.~~

~~9.3.2—Cross-connected Facility Option (CFO)~~

~~9.3.2.1 CLEC may request SBC-13STATE build an ECS cross-connect junction on which to terminate CLEC's SAA facility.~~

~~9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-13STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-13STATE cabling.~~

~~9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop (as defined in Appendix DSL) from the cabling desired for access to non-line shared subloops.~~

~~9.3.2.4 CLECs will compensate SBC-13STATE for the charges incurred by SBC-13STATE derived from the CLEC's request for the SCA.~~

10. PACKET SWITCHING

SBC-13STATE will provide CLECCUSTOMER unbundled packet switching if all of the following conditions are satisfied:

- 10.1.1. SBC-13STATE has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 10.1.2. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 10.1.3. SBC-13STATE has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 10.1.4. SBC-13STATE has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

- 11.1. The Unbundled Local Switching (ULS) capability is defined as:
 - 11.1.1. line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
 - 11.1.2. trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
 - 11.1.3. all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
 - 11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;
 - 11.1.3.2 access to OS/DA and 9-1-1; and
 - 11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.
 - 11.1.3.4 Unbundled Local Switching (ULS) is the product acronym in SBC-SWBT and includes the Shared Transport component.

11.1.3.5 Unbundled Local Switching-Shared Transport (ULS-ST) is the product acronym for **SBC-Ameritech**.

11.1.3.6 Unbundled Local Switching Network Element (LSNE) is the product acronym for **SBC-PACIFIC and NEVADA**.

11.1.3.7 Unbundled Network Element – Local Switching with Shared Transport is the product name for **SBC-SNET**. Refer to Section 18 of the Connecticut Service Tariff for the terms, conditions and rates for **SBC-SNET**.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the **SBC-10STATE** switch to direct all ~~CLEC~~CUSTOMER traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-10STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-10STATE**, and Section 18 of the Connecticut Service Tariff for SNET.

11.2.3 **SBC-10STATE** will allow ~~CLEC~~CUSTOMER to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When ~~CLEC~~CUSTOMER purchases ULS in **SBC-10STATE**, ~~CLEC~~CUSTOMER will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by **SBC-10STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **SBC-10STATE** will control congestion points such as those caused by radio station call ins and network routing abnormalities using appropriate network capabilities. ~~CLEC~~CUSTOMER agrees to respond to **SBC-10STATE**'s notifications regarding network congestion.

11.2.6 **SBC-10STATE** will perform testing through ULS for ~~CLEC~~CUSTOMERs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **SBC-10STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

- 11.2.8 ~~SBC-10STATE~~ will provide usage detail for each ULS port via on a daily basis. Refer to state Appendix Pricing and Section 18 of the Connecticut Service Tariff for ~~SNET~~.
- 11.2.9 ~~SBC-10STATE~~ will provide ~~CLEC~~CUSTOMER the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that ~~SBC-10STATE~~ provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.
- 11.2.10 At ~~SBC-13STATE~~'s ~~SBC-13STATE~~ may elect to discontinue providing Unbundled Local Switching/LSNE/ULS-ST or to provide Unbundled Local Switching LSNE/ULS-ST at market prices to ~~CLEC~~CUSTOMER's serving end-users with four or more voice grade lines within any territory (each an "Exception Territory") with respect to which ~~SBC-13STATE~~ can demonstrate that, as of the date on which ~~CLEC~~CUSTOMER receives notice (the "Exception Notice Date"), ~~SBC-13STATE~~ has satisfied each of the following conditions.
- (a) territory shall constitute an "Exception Territory" if it constitutes the service area of ~~SBC-13STATE~~ offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and
- (b) In the Exception Territory where ~~SBC-13STATE~~ offers the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the ~~CLEC~~CUSTOMER in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices are specified in Appendix Pricing. ~~SBC-13STATE~~ may only exercise its rights to discontinue or market-price Unbundled Local Switching/LSNE under this Section for ~~CLEC~~CUSTOMER End-Users involving four or more lines.
- 11.2.11 In determining whether ~~SBC-13STATE~~ may exercise its rights under this Section in any particular case, the ~~CLEC~~CUSTOMER shall be obligated to disclose customer account detail similar to customer service records that ~~SBC-13STATE~~ provides to the ~~CLEC~~CUSTOMER through pre-ordering process.

11.2.12 Nothing in this Section shall preclude ~~CLEC~~CUSTOMER from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which SBC-13STATE may exercise its rights under this Section.

11.3 Customized Routing- SBC-13STATE

11.3.1 Subject to switch limitations, Custom Routing is available upon ~~CLEC~~CUSTOMER request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction . ~~CLEC~~CUSTOMER will pay the customized routing charges reflected in Appendix Pricing and Connecticut Service Tariff.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates and Section 18 of the Connecticut Service Tariff for SNET.

11.5 Switch Ports

11.5.1 In SBC-10STATE, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – SBC-10STATE

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a ~~CLEC~~CUSTOMER wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

11.6 Trunk Side Switch Ports – SBC-10STATE

11.6.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.6.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.6.1.1.1 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also, this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in SBC-AMERITECH.

11.6.2 Switch Ports are available for SNET pursuant to the Connecticut Access Service Tariff.

11.7 Shared Transport

11.7.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

11.7.2 SBC-12STATE provides access to unbundled shared transport only when purchased in conjunction with a ULS port that ~~CLEC~~CUSTOMER subscribes to for the purpose of delivering traffic from/to a ~~CLEC~~CUSTOMER End User as set forth below.

11.7.3 Unbundled Network Element – Local Switching with Shared Transport is available for SNET pursuant to the Connecticut Access Service Tariff.

11.7.4 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in SBC-AMERITECH. ULS-ST is provided on a per ULS port basis.

11.7.5 SBC-AMERITECH provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the

August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).

- 11.7.6 ULS-ST permits the CLEC to access the interoffice network of ~~SBC-AMERITECH~~ for the origination from and completion to the associated ULS port of End User local traffic to and from ~~SBC-AMERITECH~~ switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the ~~SBC-AMERITECH~~ switch providing that ULS port. ~~SBC-AMERITECH~~ will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 11.7.7 All CLEC’s local traffic between ~~SBC-AMERITECH~~ switches will use Shared Transport and all local CLEC’s traffic to non-~~SBC-12STATE~~ switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 11.7.8 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. ~~SBC-12STATE~~ reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 11.7.9 ~~SBC-12STATE~~’s ability to provide ULS/ULS-ST/LSNE is limited to existing switch and transmission facilities capacities of the ~~SBC-13STATE~~ network.
- 11.7.10 In providing ULS/ULS-ST/LSNE, ~~SBC-12STATE~~ will use the existing ~~SBC-12STATE~~ routing tables contained in ~~SBC-12STATE~~ switches, as ~~SBC-12STATE~~ may change those tables from time to time including after ~~CLEC~~CUSTOMER purchases ULS/ULS-ST/LSNE.
- 11.7.11 ~~SBC-12STATE~~ will provide SS7 signaling on interswitch calls originating from an ULS port. ~~CLEC~~CUSTOMER will be charged for the use of the ~~SBC-12STATE~~ signaling on a per- call basis.

11.8 Custom Routing of OS/DA with ULS-ST - (~~SBC-AMERITECH~~ only)

~~11.9~~

- 11.8.1 CLEC can only mix ULS-ST and custom routing within a ~~SBC-AMERITECH~~ end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by ~~SBC-AMERITECH~~’s ULS-ST ports in that ~~SBC-AMERITECH~~ end office

switch. If this custom routing for OS/DA is chosen in a given ~~SBC-AMERITECH~~ end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

11.8.2 CLEC must provide ~~SBC-AMERITECH~~ routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by ~~SBC-AMERITECH~~ for the establishment of each custom route for OS or DA traffic in an end office switch.

11.8.3 ~~SBC-AMERITECH~~ will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

11.8.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

~~11.8.5~~ CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing ~~SBC-AMERITECH~~'s ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and ~~SBC-AMERITECH~~.

11.9 ULS/ULS-ST/LSNE Usage-Sensitive Rating

11.9.1 ~~SBC-12STATE~~ will charge ~~CLEC~~CUSTOMER ULS/ULS-ST/LSNE usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

11.9.2 SBC-12STATE will charge ~~CLEC~~CUSTOMER using ~~SBC-12STATE~~'s Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an ~~SBC-12STATE~~ end office or to/from a non-~~SBC-12STATE~~ end office.

11.9.3 The charges for Shared Transport are reflected in Appendix Pricing (~~SBC-12STATE~~) and Section 18 of the Connecticut Service Tariff for ~~SNET~~.

11.10 Reciprocal Compensation associated with ULS-ST (SBC-AMERITECH ONLY).

- 11.10.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:
- 11.10.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.
- 11.10.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.
- 11.10.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.
- 11.11 **IntraLATA and InterLATA Toll Rate Application (SBC-AMERITECH ONLY)**
- 11.11.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.
- 11.11.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.
- 11.12 **Application of Usage Sensitive Charges for ULS-ST (SBC-AMERITECH ONLY)**
- 11.12.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).
- 11.12.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):
- 11.12.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or

any unbundled line port or trunk port which is connected to the same end office switch.

11.12.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

11.12.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

11.12.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

11.12.3.1 Local Calls

11.12.3.1.1 General Principles

11.12.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for

Blended Transport usage in addition to ULS-O usage charges.

11.12.3.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

11.12.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

11.12.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in **EXHIBIT A** of this Appendix.

11.12.3.2 IntraLATA and InterLATA Toll Calls

11.12.3.3 General Principles

11.12.3.3.1 “1+” intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User’s IntraLATA Primary Interexchange Carrier (LPIC) choice. When a “1+” interLATA call is initiated from an ULS-ST port, it will be routed to the End User’s interLATA (PIC) choice.

11.12.3.3.1.1 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, SBC-AMERITECH will not charge originating access charges to CLEC or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

11.12.3.3.1.2 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, SBC-AMERITECH will not charge terminating access to CLEC or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

11.12.3.3.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in **EXHIBIT A** of this Appendix.

11.12.3.4 Toll Free Calls

11.12.3.4.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, SBC-AMERITECH will perform the appropriate database query and will route the call to terminating SBC-AMERITECH “Success

800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

11.12.3.4.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a SBC-AMERITECH “Success 800” subscriber, SBC-AMERITECH will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using SBC-AMERITECH tandem, then SBC-AMERITECH will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. SBC-AMERITECH will not charge originating access charges to CLEC or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

11.13 LOCAL SWITCHING NETWORK ELEMENT – PACIFIC/NEVADA only:

11.13.1 LOCAL SWITCHING NETWORK ELEMENT (LSNE) is defined as the local circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC AND NEVADA shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, vertical features with routing to interoffice trunks and interoffice transport provided by PACIFIC AND NEVADA or to designated trunks specified and purchased by CLEC in accordance with this Appendix. PACIFIC AND NEVADA designates this service “Local Switching Network Element” (LSNE). The LSNE shall include all features, functions, and capabilities of the PACIFIC AND NEVADA switch that are available to PACIFIC AND NEVADA end users. In purchasing LSNE, CLEC must obtain a Line Side Port (including a telephone number and at CLEC’s option, a directory listing). For access to the switching functions and vertical features provided by the switch, some designation of trunking for completion of calls, with the exception of intra-switch calls, may be required. All intra-switch calls are completed using PACIFIC AND NEVADA switches and no trunk designation is made for completion of such calls.

11.13.2 LSNE includes switching served by remote switching modules. The switching capabilities used will be based on the line side features they support.

11.13.3 LSNE will be capable of routing intraLATA toll and interLATA toll/international calls to CLEC’s end user’s prescribed carrier of choice (CIC).

12 GENERAL LSNE REQUIREMENTS

- 12.1 **PACIFIC AND NEVADA** shall route all local calls to the appropriate trunk or lines for call origination or termination, utilizing PACIFIC's AND NEVADA shared transport network . At CLEC's option, **PACIFIC AND NEVADA** will offer customized routing for unbundled switch lines.
- 12.2 **PACIFIC AND NEVADA** shall route all interLATA calls, including Directory Assistance dialed via (FNPA) 555-1212, by CLEC customers, to the customer's PIC'ed carrier for interLATA service. **PACIFIC AND NEVADA** will route these calls using FGD signaling to the PIC'ed carrier's POP.
- 12.3 PACIFIC AND NEVADA will route all intraLATA toll calls dialed by CLEC customers to the customer's PIC'ed carrier for intraLATA toll.. **PACIFIC AND NEVADA** will route such intraLATA calls using FGD signaling to the PIC'ed carrier.
- 12.3.1 If requested by CLEC, **PACIFIC OR NEVADA** shall provide standard recorded announcements at parity.
- 12.3.2 [RESERVED].
- 12.3.3 For Network Elements, **PACIFIC AND NEVADA** shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow in a non-discriminatory manner (e.g., **PACIFIC AND NEVADA** shall not block CLEC traffic and leave its traffic unaffected or less affected).
- 12.3.4 From time to time CLEC may request that **PACIFIC AND NEVADA** provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports differ from reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall pay the charges for such reports on an ICB basis. When **PACIFIC AND NEVADA** provides, upon CLEC's request, reports that **PACIFIC AND NEVADA** has available for itself, CLEC shall compensate **PACIFIC AND NEVADA** for any reproduction and delivery costs.
- 12.3.5 PACIFIC AND NEVADA shall assign each CLEC subscriber line an unbundled switching class of service. CLEC may request and **PACIFIC AND NEVADA** will provide call blocking options (e.g., 900, 976) at parity.
- 12.3.6 Customized Routing under Options B and C for UNEs and under Option B (ROAR) in connection with Resale Services.

- 12.3.7 When CLEC orders LSNE Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route IntraLATA OS traffic over trunk groups specified by CLEC using standard Operator Services dialing protocols of 0+ or 0-. **PACIFIC AND NEVADA** will provide the functionality and features within its Local Switch (LS) to route all CLEC customer dialed 0+ and 0- calls to the CLEC designated trunk groups via Modified Operator Services Signaling (MOSS). If CLEC does not order such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** operator platform for processing.
- 12.3.8 When CLEC orders Options B or C, or ROAR, **PACIFIC AND NEVADA** shall route to the CLEC Network, using customized routing, all IntraLATA Directory Assistance calls dialed via 411 or (FNPA) 555-1212 by CLEC Customers. If CLEC does not request such customized routing, **PACIFIC AND NEVADA** shall handle these calls on behalf of CLEC and route the calls to **PACIFIC's AND NEVADA'S** directory assistance platform for processing.
- 12.3.9 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of Directory Assistance calls dialed by CLEC customers in the "411" format. **PACIFIC AND NEVADA** shall provide this service when CLEC is providing local service by reselling PACIFIC's AND NEVADA'S services or using unbundled Network Elements purchased from **PACIFIC AND NEVADA**.
- 12.3.10 **PACIFIC AND NEVADA** shall provide to CLEC, at CLEC's option, customized routing to CLEC of IntraLATA Directory Assistance calls dialed by CLEC customers in the "foreign NPA" or "FNPA 555-1212" format. **PACIFIC AND NEVADA** shall perform such FNPA 555-1212 routing to the trunk groups specified by CLEC. **PACIFIC AND NEVADA** shall route IntraLATA Foreign NPA (FNPA 555-1212) Directory Assistance calls as follows:
- 12.3.10.1 Where the customer has chosen CLEC for local service and CLEC for intraLATA toll, **PACIFIC AND NEVADA** shall route the call to CLEC's network, using ROAR or Option B LSNE

12.4 INTERFACE REQUIREMENTS

12.4.1 This section defines the different switch ports that **PACIFIC AND NEVADA** shall provide to CLEC upon request. A Switch Port is a termination point in the end office switch.

12.4.2 Line Port

12.4.2.1 Analog Line Port/Basic Port The Analog Line Port is a line side switch connection available in either a Loop or ground start signaling configuration used primarily for switched voice communications.

12.4.2.2 CLEC may order an Analog Line Port to be provisioned with Centrex-like features and capabilities. When CLEC orders a port to create a Centrex-like system, PACIFIC AND NEVADA shall charge, in addition to the port charge, a system establishment charge to translate the common block and system features in the switch.

12.4.2.3 CLEC may order an Analog Line Port to be provisioned with two-way, one-way-out, and one-way-in directionality for PBX business applications.

12.4.2.4 CLEC may use an Analog Line Port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

12.4.2.5 ISDN Basic Rate Interface (BRI) Port The ISDN Basic Rate Interface (BRI) Port is a 2-wire line side switch connection that provides two 64 KBPS “B” (bearer) channels for circuit switched voice and/or data and one 16 APBS “D” (delta) channel for signaling.

12.4.3 Trunk Port

12.4.3.1 Analog DID Trunk Port- The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

12.4.3.2 ISDN Primary Rate Interface (PRI) Trunk Side Port The ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 KBPS “B” channels for digital voice and data and one 64 KBPS “D” channel.

12.4.4 DS1 Trunk Port

12.4.4.1 The DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

12.4.4.2 Additional switch ports may be developed in accordance with the BFR Process.

12.4.4.3 **PACIFIC AND NEVADA** shall provide CLEC with nondiscriminatory access to any third parties to which **PACIFIC AND NEVADA** is connected via interoffice trunks and interoffice transport.

12.4.4.4 Illustrative Call Flows demonstrating the rate application of usage sensitive Unbundled Network Element charges and reciprocal compensation are set forth in Exhibit B of this Appendix.

12.4.5 TYPES OF CHARGES

12.4.5.1 Port charges are set forth in Appendix Pricing.

12.4.5.2 Charges for vertical features associated with LSNE are set forth in Appendix Pricing.

12.4.5.3 Usage sensitive (per minute of use) Local switching charges, as set forth in Appendix Pricing. Usage will be recorded in one-second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E 911 calls, calls to time and weather announcements, etc.

12.4.5.4 Forms of Line Port Access LSNE access may occur in the following manner:

12.4.5.4.1 LSNE Access, Cross-Connection Through Collocation: From CLEC's collocation space, CLEC may purchase an EISCC cross-connection to **PACIFIC AND NEVADA's** Line Side Port to obtain access to LSNE. Cross-connect varieties are defined CROSS CONNECT SECTION of this Appendix.

12.5 TYPES OF LSNE

12.5.1 Option A: **PACIFIC AND NEVADA**-Provided Interoffice Transport and **PACIFIC AND NEVADA**-Provided Operator and Directory Assistance Services. In this configuration, CLEC purchases a Line Port and receives a telephone number and directory listing, switching capacity and switch features, including deployed AIN capabilities and completion to **PACIFIC's AND NEVADA'S** interoffice trunks for all multiple-switch local calls, calls to Operator Services and Directory Assistance, and E-911 calls. In this

configuration, intra-switch calls are also provided through PACIFIC's AND NEVADA'S switch. PACIFIC AND NEVADA will be solely responsible for design and engineering of the trunks under this option. In addition, PACIFIC AND NEVADA will provide all 0-, local 0+ and local Directory Assistance under this option. PACIFIC's AND NEVADA'S switching will be programmed to allow routing to and from CLEC's line ports, including Operator Services and Directory Assistance calls, to PACIFIC's AND NEVADA'S network.

12.5.1.1 Rates - The charges set forth in [Appendix Pricing] shall apply.

12.5.1.2 Option B: PACIFIC AND NEVADA-Provided Interoffice Transport with Customized Routing-Simple and with Operator Services (OS) and/or Directory Assistance (DA) Services Unbundled from PACIFIC's AND NEVADA'S Line Port Switching Capacity. In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features and completion to PACIFIC's AND NEVADA'S interoffice trunks for all multiple-switch local calls, E-911 calls and local calls. In this configuration, intra-switch calls are also provided through PACIFIC's AND NEVADA'S switch. With the exception of trunks for custom routing of local Operator Services and/or Directory Assistance, or both, PACIFIC AND NEVADA will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for Operator Services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from PACIFIC AND NEVADA, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from PACIFIC AND NEVADA. CLEC will be responsible for design and engineering of the Operator Services and/or Directory Assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from PACIFIC AND NEVADA and the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all Operator Services and/or Directory Assistance. PACIFIC's AND NEVADA'S switch will be programmed to allow routing of local calls to PACIFIC's AND NEVADA'S shared network where CLEC requests such routing, except Operator Services and/or Directory Assistance calls will be routed to the trunks designated by CLEC.

12.5.1.3 CLEC will pay the charges set forth in Appendix Pricing.

- 12.5.1.4 Non recurring switch programming charges as specified in Appendix Pricing.
- 12.5.1.5 Trunk Port Cross Connect Charge (EISCC).
- 12.5.1.6 If CLEC provides its own dedicated transport to CLEC- designated DA and/or OS platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in Appendix Pricing.
- 12.5.1.7 There will be no cross-connect charge at the office providing unbundled switching if CLEC orders unbundled dedicated transport from **PACIFIC OR NEVADA** for connection to CLEC-designated facilities. A cross-connect charge will apply at the distant end of the transport if CLEC terminates the transport to collocation space.
- 12.5.1.8 Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC. This option is Customized Routing for CLEC traffic in the manner designated by CLEC, and it requires that special, customized routing programming be provided by CLEC. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for **PACIFIC's AND NEVADA'S** routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from **PACIFIC's AND NEVADA'S** end office switch to a single trunk group. Alternatively, at CLEC's request, **PACIFIC AND NEVADA** will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the **PACIFIC AND NEVADA** tandem serving the originating **PACIFIC AND NEVADA** end office, to a CLEC switch, and/or to the **PACIFIC AND NEVADA** end office where the dialed NPA NXX resides. In this configuration, CLEC obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either Operator Services or Directory Assistance, or both, and E-911 calls. In this configuration, **PACIFIC AND NEVADA** shall complete intra-switch calls through its switch. **PACIFIC AND NEVADA** shall complete inter-switch calls using, at CLEC's direction, either shared or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option.

PACIFIC AND NEVADA will be solely responsible for design and engineering of any **PACIFIC AND NEVADA** -provided shared or common transport used under this option.

12.5.1.9 CLEC may request that dedicated trunk groups established with a LSNE Option C custom routing configuration overflow to **PACIFIC AND NEVADA** shared or common transport. CLEC dedicated transport that will overflow to **PACIFIC's AND NEVADA'S** network must be ordered by CLEC as high usage. **PACIFIC AND NEVADA** will be solely responsible for determining the overflow trunk group within **PACIFIC's AND NEVADA'S** network.

12.5.1.10 Rates: CLEC shall pay ICB charges as mutually agreed by the Parties.

12.5.1.11 **PACIFIC AND NEVADA** shall provide a cross-connect between switching ports and CLEC's collocation arrangement using the following interfaces for the physical point of termination:

12.5.1.11.1 Analog Line Port to collocation;

12.5.1.11.2 ISDN Basic Rate Interface (BRI) Line Port to collocation.

12.5.1.11.3 ISDN Primary Rate Interface (PRI) Trunk Side Port to collocation.

12.5.1.11.4 Analog DID Trunk Port to collocation; and

12.5.1.11.5 DS1 Trunk Port to collocation.

12.5.1.11.6 For the cross connects detailed above, CLEC agrees to pay the applicable rates set forth in Appendix Pricing.

12.6 IMPLEMENTATION SCHEDULE

12.6.1 Option A is currently available for ordering by CLEC. **PACIFIC AND NEVADA** will deploy Option A within ten (10) business days after CLEC's order for a particular switch, with a maximum of fifty (50) switches per order. **PACIFIC AND NEVADA** will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLI basis.

12.6.2 **PACIFIC AND NEVADA** will implement a valid Option B, Option C, or ROAR custom routing footprint order for an individual switch according to the following schedule:

12.6.2.1	1-48 trunks	38 Business Days
12.6.2.2	49-96 trunks	40 Business Days
12.6.2.3	97-144 trunks	42 Business Days
12.6.2.4	145-193 trunks	48 Business Days

12.6.3 In any event, **PACIFIC AND NEVADA** shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

12.7 **Unbundled Local Switching – (SBC-SWBT Only):**

12.8 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.9 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a **SBC-SWBT** end user service line, Resale service line, or any unbundled line or trunk port which is connected to the same end office switch.

12.10 CLEC will pay ULS-O and SS7 signaling charges for a Centrex-like ULS intercom call in which CLEC's user dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.11 **SBC-SWBT** will not bill ULS-T for Intra switch calls.

12.12 Interswitch Calls - (calls not originating and terminating in the same switch) i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

12.13 Local Calls

12.13.1 General Principles

12.13.2 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT's** common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

12.13.3 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SBC- SWBT** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled “Blended Transport,” for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.

12.13.4 When a call terminates to a CLEC ULS Port, CLEC will pay ULS-T charges.

12.13.5 Illustrative Call Flows

12.13.5.1 The following call flows provide examples of application of usage sensitive UNE charges.

12.13.5.2 CLEC (UNE) Originating and SWBT Terminating:

CLEC Pays: ULS - O

Applicable Common Transport and Tandem Switching SS7

Signaling Applicable End Office Switching (aka Terminating Compensation)

12.13.5.3 **SBC-SWBT** Originating and CLEC (UNE) Terminating

CLEC Pays: ULS – T

SBC-SWBT pays: Applicable End Office Switching (aka Terminating Compensation)

12.13.5.4 Reserved.

12.13.5.5 Reserved.

12.13.5.6 Reserved.

12.13.5.7 CLEC (Resale services) Originating and CLEC (UNE) Terminating

CLEC Pays: ULS – T

12.13.5.8 CLEC (UNE) Originating and CLEC (Resale services) Terminating

CLEC Pays: ULS - O

Applicable Common Transport and Tandem Switching SS7 Signaling

12.13.5.9 CLEC (UNE) Originating to CLEC (Facilities Based Network FBN) Terminating

CLEC Pays: ULS – O
Applicable Common Transport and Tandem Switching
SS7 Signaling

12.13.5.10 CLEC (FBN) Originating to CLEC (UNE) Terminating
CLEC Pays: ULS - T

12.14 IntraLATA and InterLATA Toll Calls

12.14.1 General Principles

12.14.1.2 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using **SBC-SWBT** Unbundled Local Switching, CLEC may offer to deliver the calls to the PIC at the **SBC-SWBT** access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SBC-SWBT** ULS-O usage, signaling, common transport, and tandem switching for such calls. **SBC-SWBT** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching.

12.14.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using **SBC-SWBT** Unbundled Local Switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

12.14.3 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SBC-SWBT** will not charge terminating access to CLEC or the IXC except that **SBC-SWBT** may bill the IXC for terminating transport in cases where the IXC has chosen **SBC-SWBT** as its transport provider.

12.15. ~~Intentionally Left Blank Tandem Switching~~

12.15.1 ~~Intentionally Left Blank Tandem Switching is defined as:~~

- 12.15.1.1 ~~Intentionally Left Blank~~trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;
- 12.15.1.2 ~~Intentionally Left Blank~~the basic switching function of connecting trunks to trunks; and
- 12.15.1.3 ~~Intentionally Left Blank~~all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- 12.15.1.4 ~~Intentionally Left Blank~~.The charges for Tandem Switching are reflected in Appendix Pricing(~~SBC-12STATE~~) and Section 18 of the Connecticut Service Tariff for ~~SNET~~.

13. INTEROFFICE TRANSPORT

- 13.1 The Interoffice Transport (IOT) network element is defined as ~~SBC-12STATE~~ or ~~AT&T~~ interoffice transmission facilities dedicated to a particular ~~CLECCUSTOMER~~ that provide telecommunications between Wire Centers owned by ~~SBC-12STATE~~ or ~~AT&T~~, as applicable, or requesting ~~CLECCUSTOMER~~, or between switches owned by ~~SBC-12STATE~~ or ~~AT&T~~ or ~~CLECCUSTOMER~~. IOT will be provided only where such facilities exist at the time of ~~CLECCUSTOMER~~ request. Other than as specifically set out elsewhere in this agreement, ~~SNET~~ does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.
- 13.2 ~~SBC-12STATE~~ and ~~AT&T~~ will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 13.3 Unbundled Dedicated Transport
- 13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular ~~CLECCUSTOMER~~ that provides telecommunications between two Wire Centers or switches owned by ~~SBC-12STATE~~ or ~~AT&T~~ or between a Wire Center or switch owned by ~~SBC-12STATE~~ or ~~AT&T~~ and a ~~CLECCUSTOMER~~ owned or provided switch.
- 13.3.2 ~~SBC-12STATE~~ and ~~AT&T~~ will provide Dedicated Transport as a point to point circuit dedicated to the ~~CLECCUSTOMER~~ at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08

Mbps), OC48 (2488.32 Mbps). ~~SBC-12STATE~~ will provide higher speeds to ~~CLEEC~~CUSTOMER as they are deployed in the ~~SBC-12STATE~~-network.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – Is a circuit between two ~~SBC12-STATE~~ or ~~AT&T~~ Wire Centers.

13.3.3.2 Entrance Facility – Is a circuit from ~~SBC-12STATE~~ or ~~AT&T~~ serving Wire Center to the ~~CLEEC~~CUSTOMER's location.

13.3.3.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 ~~In SBC-12STATE only.~~ When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for U3nbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 ~~SBC-12STATE~~ shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by ~~SBC-12STATE~~ for CLEC specific diversity, ~~SBC-12STATE~~ will advise CLEC of the applicable additional charges. ~~SBC-12STATE~~ will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 ~~SBC-12STATE~~ will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is

offered to interexchange carriers. DCS requested by ~~CLEC~~CUSTOMER shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7* PACIFIC

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

- 13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. UNE Dedicated Transport DARK FIBER

- 14.1 In SBC-12STATE and Florida, Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

- 14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. ~~CLECCUSTOMER~~ may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 UNE Dedicated Transport Interoffice Dark Fiber

- 14.2.1 SBC-12STATE and AT&T will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element only on routes that remain impaired. Interoffice dark fiber is between two different SBC-12STATE or AT&T Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. SBC-12STATE and AT&T will offer its dark fiber to ~~CLECCUSTOMER~~ when ~~CLECCUSTOMER~~ has collocation space in each SBC-12STATE or AT&T CO where the fibers terminate.

14.3 Loop Fiber

- ~~14.3.1 SBC-12STATE will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving SBC-12STATE central office and an end-user customer premise.~~

~~14.3.2 SBC-12STATE will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:~~

~~14.3.2.1 the serving SBC-12STATE central office and a remote terminal/CEV/Hut; or~~

~~14.3.2.2 a remote terminal/CEV/Hut and an end-user customer premise.~~

~~14.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above).~~

~~14.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end-user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.~~

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14.4 Spare Fiber Inventory Availability and Condition

14.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for ~~SBC-12STATE~~ or ~~AT&T~~'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. ~~CLEC~~CUSTOMER will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.5 Determining Spare Fibers, refer to the AT&T <CLEC> website:

14.5.1 ~~SBC-12STATE~~ Intentionally Left Blank ~~AT&T~~ will inventory and track spare dark fibers. ~~Spare fibers do not include the following:~~

~~14.5.1.1 Intentionally Left Blank Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:~~

- ~~• Cables with 24 fibers and less: two maintenance spare fibers~~
- ~~• Cables with 36 and 48 fibers: four maintenance spare fibers~~
- ~~• Cables with 72 and 96 fibers: eight maintenance spare fibers~~
- ~~• Cables with 144 fibers: twelve maintenance spare fibers~~
- ~~• Cables with 216 fibers: 18 maintenance spares~~
- ~~• Cables with 288 fibers: 24 maintenance spares~~
- ~~• Cables with 432 fibers: 36 maintenance spares~~
- ~~• Cables with 864 fibers: 72 maintenance spares.~~

~~14.5.1.2 Intentionally Left Blank Defective fibers~~

~~14.5.1.3 Intentionally Left Blank AT&T growth fibers. Fibers documented as reserved by SBC-12STATE AT&T for utilization for growth within the 12 month period following the carrier's request.~~

14.5.2 ~~Intentionally Left Blank The appropriate SBC-12STATE AT&T engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.~~

14.5.3 ~~Intentionally Left Blank Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.~~

14.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T ~~XX~~ <CLEC> website Interval Guide found in the Local

~~Ordering Handbook, which is posted on www.wholesale.att.com. Quantities and Time Frames for ordering Dark Fiber:~~

14.6.1 ~~Intentionally Left Blank~~The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

14.6.2 ~~Intentionally Left Blank~~If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.6.2.1 ~~Intentionally Left Blank~~If spare dark fiber is available, as determined under this Agreement, ~~SBC 12STATE~~**AT&T** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. ~~SBC 12STATE~~**AT&T** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

14.6.3 ~~Intentionally Left Blank~~Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first come first served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2.

14.7 Right of Reclamation of Access to ~~UNE Dedicated Transport~~ Dark Fiber

14.7.1 ~~AM-IL, AM-WI, AT&T~~ and ~~AM-MI~~ may reclaim dark fiber from ~~CLECCUSTOMER~~ in accordance with the terms and conditions set forth in the respective state tariff on file with the respective state regulatory agency in effect as of November 8, 2001.

14.8 Access Methods specific to ~~UNE Dedicated Transport~~ Dark Fiber

~~14.8.1~~ ~~14.8.1~~The demarcation point for dark fiber at central offices, ~~remote terminals/CEV/HUT~~ and ~~customer premises~~ will be in an ~~SBC-12STATE~~**AT&T** approved splitter shelf, as applicable. This arrangement allows for non-intrusive testing.

EXHIBIT 1

~~SBC-WISCONSIN~~BellSouth Telecommunications, Inc. d/b/a AT&T Florida/CUSTOMER
101800

~~14.8.1~~14.8.2 At Central Offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. <<CLECCUSTOMER>> access is provided via collocation

14.9 Installation and Maintenance for Dark Fiber

14.9.1 SBC-12STATE and AT&T will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. ~~CLECCUSTOMER~~ will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the ~~CLECCUSTOMER~~ equipment.

15. ~~OPERATOR SERVICES AND DIRECTORY ASSISTANCE~~INTENTIONALLY LEFT BLANK

~~15.1 — SBC-13STATE and AT&T will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.~~

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SBC-13STATE's and AT&T's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's and AT&T's databases and information. ~~SBC-13STATE-AT&T~~ will provide ~~CLECCUSTOMER~~ access to ~~its~~ Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the SBC-13STATE or AT&T UNE and a ~~CLECCUSTOMER~~ designated point of access as described in various sections of this Appendix, or the media between a SBC-13STATE or AT&T UNE and a Collocation area for the purpose of permitting the ~~CLECCUSTOMER~~ to connect the SBC-13STATE or AT&T UNE to other UNEs or to the ~~CLECCUSTOMERs~~ own

facilities. Where ~~SBC-13STATE~~ or ~~AT&T~~ has~~ve~~ otherwise committed to connect one UNE to another UNE on behalf of ~~CLECCUSTOMER~~, or to leave connected one UNE to another UNE on behalf of ~~CLECCUSTOMER~~ the cross connect is the media between one ~~SBC-13STATE~~ or ~~AT&T~~ UNE and another ~~SBC-13STATE~~ or ~~AT&T~~ UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 18.2 ~~SBC-7STATE~~ will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. ~~AT&T will provide cross connects at the rates, terms, and conditions set forth in UNE Rates Exhibit A.~~ Pricing for Sections 13.3, 13.4 and 13.5 for ~~SBC-AMERITECH~~ and ~~SNET~~ are provided as set forth in Appendix Pricing. For all other cross-connect pricing for ~~AMERITECH~~ and ~~SNET~~ refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects to point of access for the purpose of ~~CLECCUSTOMER~~ combining a ~~SBC-13STATE-AT&T~~ Loop with another ~~SBC-13STATE-AT&T~~ UNE are as follows:
- 18.3.1 ~~Physical Collocation - 2-wire cross-connect, loop, provisioning2-Wire Analog Loop to UNE Connection Methods point of access~~
 - 18.3.2 ~~Physical Collocation - 4-wire cross-connect, loop, provisioning4-Wire Analog Loop to UNE Connection Methods point of access~~
 - 18.3.3 ~~Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning2-Wire Digital Loop to UNE Connection Methods point of access~~
 - 18.3.4 ~~Physical Collocation - DS3 Cross-Connect, provisioning4-Wire Digital Loop to UNE Connection Methods point of access~~
 - ~~18.3.5 Physical Collocation - 2-Fiber Cross-Connect~~
 - ~~18.3.6 Physical Collocation - 4-Fiber Cross-Connect~~
 - ~~18.3.7 Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable~~
 - ~~18.3.8 Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable~~
- 18.4 ~~Intentionally Left Blank~~The applicable ~~Unbundled Dedicated Transport~~ cross connects to the ~~UNE Connection Methods point of access~~ for the purpose of ~~CLEC<<customer short name>>~~ combining ~~Unbundled Dedicated Transport~~ to another ~~SBC-13STATE~~ UNE are as follows:
- 18.4.1 ~~Intentionally Left Blank~~~~DS-1 to UNE Connection Methods point of access~~
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of ~~CLECCUSTOMER~~ combining Switch Ports to another ~~SBC-13STATE-AT&T~~ UNE are as follows:

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- 18.5.1 ~~Physical Collocation 2-Wire Cross Connect, Port~~**Physical Collocation 2-Wire Cross Connect, Port**~~Analog Line Port to UNE Connection Methods point of access~~
 - 18.5.2 ~~Physical Collocation 4-Wire Cross Connect, Port~~**Physical Collocation 4-Wire Cross Connect, Port**~~ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access~~
 - 18.5.3 ~~Intentionally Left Blank~~**ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access**
 - 18.5.4 ~~Intentionally Left Blank~~**Analog DID Trunk Port to UNE Connection Methods point of access**
 - 18.5.5 ~~Intentionally Left Blank~~**DS-1 Trunk Port to UNE Connection Methods point of access**
- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:
- 18.6.1 2-Wire Analog Loop to Collocation
 - 18.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.6.3 4-Wire Analog Loop to Collocation
 - 18.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.6.5 2-Wire Digital Loop to Collocation
 - 18.6.6 2-Wire Digital Loop to Collocation (without testing)
 - 18.6.7 4-Wire Digital Loop to Collocation
 - 18.6.8 4-Wire Digital loop to Collocation (without testing)
 - 18.6.9 DSL Shielded Cross Connect to Collocation
 - 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
 - 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
 - 18.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)
 - 18.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

- 18.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)
- 18.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 18.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)
- 18.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 18.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)
- 18.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
 - 18.7.1 DS-1 to Collocation
 - 18.7.2 DS-3 to Collocation
 - 18.7.3 OC-3 to Collocation
 - 18.7.4 OC-12 to Collocation
 - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Port cross connects for the purpose of ~~CLECCUSTOMER~~ connecting a **SBC-SWBT or AT&T** and Port UNE to a ~~CLECCUSTOMER~~'s Collocated facilities are as follows:
 - 18.8.1 Analog Line Port to Collocation
 - 18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
 - 18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
 - 18.8.4 Analog DID Trunk Port to Collocation
 - 18.8.5 DS- Trunk Port to Collocation
- 18.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:
 - 18.9.1 Voice Grade/ISDN EISCC

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18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for SBC-AMERITECH and AT&T Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a PACIFIC Loop with a CLECs own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

*Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

- 18.11.5 DSL shielded Cross Connect to Adjacent Location point of access
- 18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a PACIFIC Unbundled Dedicated Transport with a CLECs own facilities as follows:
- 18.12.1 DS-1 to the Adjacent Location Method point of access
- 18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a PACIFIC Port with a CLECs own facilities point of access are as follows:
- 18.13.1 Analog Line Port to Adjacent Location Method to point of access
- 18.13.2 ISDN BRI Port to Adjacent Location Method to point of access
- 18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access
- 18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a SBC-13STATE 2 -Wire Loop with a SBC-13STATE Port are as follows:
- 18.14.1 2 -Wire Analog Loop to Analog line Port
- 18.14.2 2 -Wire Digital Loop to ISDN BRI Port
- 18.15 Maintenance of Elements
- 18.15.1 If trouble occurs with unbundled network elements provided by SBC-13STATE or AT&T, CLECCUSTOMER will first determine whether the trouble is in CLECCUSTOMER's own equipment and/or facilities or those of the End User. If CLECCUSTOMER determines the trouble is in SBC-13STATE's or AT&T's equipment and/or facilities, CLECCUSTOMER will issue a trouble report to SBC-13STATE or AT&T, as applicable.
- 18.15.2 ~~_____~~ CLECCUSTOMER shall pay Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff, Section 13.3.1.
- ~~Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC-13STATE dispatches personnel to the End User's premises or a SBC-13STATE~~

~~13STATE Central Office and trouble was not caused by SBC-13STATE's AT&T facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.~~

- 18.15.3 ~~In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T or AT&T's FCC No.1 Tariff, Section 13.3.1. CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.~~
- 18.15.4 ~~CLEC~~CUSTOMER shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 18.15.5 ~~In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by CUSTOMER (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill CUSTOMER for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from AT&T or AT&T's FCC No.1 Tariff, Section 13.3.1. If CLEC issues a trouble report allowing SBC-13STATE access to the End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.~~
- 18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE and AT&T performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE and AT&T performed on a normally scheduled

workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE and AT&T performed other than on a normally scheduled workday.

- 18.15.7 If CLECCUSTOMER requests or approves a SBC-13STATE or AT&T technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLECCUSTOMER will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

- 19.1 ~~Intentionally Left Blank. SBC-13STATE AT&T will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with SBC-13STATE's 's' processes to implement that Order, as set forth on the CLEC website.~~

20. RESERVATION OF RIGHTS

- 20.1 SBC-13STATE's and AT&T's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon

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any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to 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 acknowledgement that 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 A

~~ILLUSTRATIVE CALL FLOWS—SBC-AMERITECH (USAGE SENSITIVE ULS-ST RATE ELEMENTS)~~

Intentionally Left Blank

Local Calls:

1. ~~CLEC A (UNE) ULS-ST port originating and SBC-AMERITECH port terminating:
CLEC A is charged:
— ULS-O Usage
— Blended Transport Usage
— SS7 Signaling
— ULS-ST Reciprocal Compensation (equal to ULS-T rate)~~
2. ~~SBC-AMERITECH port originating and CLEC A (UNE) ULS-ST port terminating:
CLEC A is charged:
— ULS-T Usage~~

~~SBC AMERITECH~~ is charged:

~~U.S. ST Reciprocal Compensation (equal to U.S. T rate)~~

3. ~~CLEC A (UNE) port originating and CLEC B (UNE) terminating~~

~~CLEC A is charged:~~

~~U.S. O Usage~~

~~Blended Transport Usage~~

~~SS7 Signaling~~

4. ~~CLEC A (UNE) port originating and CLEC A (UNE) port terminating:~~

~~CLEC A is charged:~~

~~U.S. O Usage~~

~~Blended Transport Usage~~

~~SS7 Signaling~~

~~U.S. T Usage~~

5. ~~CLEC B (UNE) port originating and CLEC A (UNE) port terminating:~~

~~CLEC A is charged:~~

~~U.S. T Usage~~

6. ~~CLEC (Resale services) originating and CLEC A (UNE) port terminating:~~

~~CLEC A is charged:~~

~~U.S. T Usage~~

7. ~~CLEC A (UNE) port originating and CLEC (Resale services) terminating:~~

~~CLEC A is charged:~~

~~U.S. O Usage~~

~~Blended Transport Usage~~

~~SS7 Signaling~~

~~U.S. ST Reciprocal Compensation (equal to U.S. T rate)~~

8. ~~CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating:~~

~~CLEC A is charged:~~

~~U.S. O Usage~~

~~Blended Transport Usage~~

~~SS7 Signaling~~

9. ~~CLEC (FBN) Originating to CLEC A (UNE) port terminating:~~

~~CLEC A is charged:~~

~~U.S. T Usage~~

~~IntraLATA and InterLATA Toll Calls:~~

10. ~~CLEC A (UNE) port originating to IXC:~~

~~If call is routed to IXC POP via direct route (IXC FGD Trunking)---~~

~~CLEC A is charged:~~

~~----- ULS - O Usage~~

~~----- SS7 Signaling~~

~~If call is routed to IXC POP via SBC-AMERITECH Tandem---~~

~~----- CLEC A is charged:---~~

~~----- ULS - O Usage~~

~~----- SS7 Signaling~~

~~----- ULS - ST Common Transport Usage~~

~~----- ULS - ST Tandem Usage~~

11. IXC to CLEC A (UNE) port terminating:

~~If call is routed from IXC POP via direct route (IXC FGD Trunking)---~~

~~----- CLEC A is charged:~~

~~----- ULS - T Usage~~

~~If call is routed from IXC POP via SBC-AMERITECH Tandem---~~

~~----- CLEC A is charged:~~

~~----- ULS - T Usage~~

~~----- ULS - ST Common Transport Usage~~

~~----- ULS - ST Tandem Usage~~

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EXHIBIT B

**ILLUSTRATIVE CALL FLOWS-PACIFIC AND NEVADA
(USAGE-SENSITIVE RATE ELEMENTS)**

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between SBC-PACIFIC AND NEVADA and ~~CLEC~~CUSTOMER A. All Unbundled Local Switching (ULS) and Tandem Switching charges consist of both a set-up and a duration component. All Switched Transport charges consist of both a fixed and a variable mileage component. Charges for reciprocal compensation are pursuant to the agreements between the originating and terminating carriers. SBC-PACIFIC AND NEVADA will not bill compensation to other entities on behalf of the ~~CLEC~~CUSTOMER.

Local Calls-Intraoffice (end-users served by same SBC-PACIFIC switch):

1. ~~CLEC~~CUSTOMER A (UNE) ULS port originating and SBC-PACIFIC AND NEVADA port or ~~CLEC~~CUSTOMER Resale terminating:

~~CLEC~~CUSTOMER A is charged:
ULS Intraoffice-Originating

2. SBC-PACIFIC AND NEVADA port or ~~CLEC~~CUSTOMER Resale originating and ~~CLEC~~CUSTOMER A (UNE) ULS-ST port terminating.

No Charges Apply

3. ~~CLEC~~CUSTOMER A (UNE) port originating and ~~CLEC~~CUSTOMER B (UNE) terminating

~~CLEC~~CUSTOMER A is charged:
ULS Intraoffice-Originating

~~CLEC~~CUSTOMER B is charged:
No Charges Apply

4. ~~CLEC~~CUSTOMER A (UNE) port originating and ~~CLEC~~CUSTOMER A (UNE) port terminating

~~CLEC~~CUSTOMER A is charged:
ULS Intraoffice-Originating

5. ~~CLEC~~CUSTOMER B (UNE) port originating and ~~CLEC~~CUSTOMER A (UNE) port terminating

~~CLEC~~CUSTOMER B is charged:

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ULS-Intraoffice Originating

~~CLEC~~CUSTOMER A is charged:

No Charges Apply

Local Calls-Interoffice (different originating and terminating end-offices, but within same local service area):

6. ~~CLEC~~CUSTOMER A (UNE) ULS port originating and SBC-PACIFIC AND NEVADA or ~~CLEC~~CUSTOMER resale port terminating:

~~CLEC~~CUSTOMER A is charged:

ULS Interoffice-Originating

Switched Transport-Shared

Reciprocal Compensation (equal to ULS Interoffice-Terminating)

7. SBC-PACIFIC AND NEVADA port or ~~CLEC~~CUSTOMER resale port originating and ~~CLEC~~CUSTOMER A (UNE) ULS port terminating

No Charges Apply

8. ~~CLEC~~CUSTOMER A (UNE) port originating and ~~CLEC~~CUSTOMER B (UNE) terminating

~~CLEC~~CUSTOMER A is charged:

ULS Interoffice-Originating

Switched Transport-Shared

~~CLEC~~CUSTOMER B is charged:

ULS Interoffice-Terminating

~~CLEC~~CUSTOMER A must deal directly with ~~CLEC~~CUSTOMER B for purposes of reciprocal compensation.

9. ~~CLEC~~CUSTOMER A (UNE) port originating and ~~CLEC~~CUSTOMER A (UNE) port terminating

~~CLEC~~CUSTOMER A is charged:

ULS Interoffice-Originating

Switched Transport-Shared

ULS Interoffice-Terminating

10. ~~CLEC~~CUSTOMER B (UNE) port originating and ~~CLEC~~CUSTOMER A (UNE) port terminating

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~~CLEC~~CUSTOMER B is charged:
ULS-Interoffice Originating
Switched Transport-Shared

~~CLEC~~CUSTOMER A is charged:
ULS-Interoffice Terminating

~~CLEC~~CUSTOMER B must deal directly with ~~CLEC~~CUSTOMER A for purposes of reciprocal compensation.

11. ~~CLEC~~CUSTOMER A (UNE) port originating to ~~CLEC~~CUSTOMER-owned switch Facilities-Based Network (FBN) terminating

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice-Originating
Switched Transport-Shared

~~CLEC~~CUSTOMER A must deal directly with the ~~CLEC~~CUSTOMER FBN for purposes of reciprocal compensation.

12. ~~CLEC~~CUSTOMER (FBN) Originating to ~~CLEC~~CUSTOMER A (UNE) Terminating

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice-Terminating

~~CLEC~~CUSTOMER FBN must deal directly with ~~CLEC~~CUSTOMER A for purposes of reciprocal compensation.

IntraLATA and InterLATA Toll Calls:

13. ~~CLEC~~CUSTOMER A (UNE) port originating to IXC

If call is routed to IXC POP via direct-route (IXC FGD Trunking at end-office providing port)

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice Originating

If call is routed to IXC POP via **SBC-PACIFIC AND NEVADA** Tandem

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice-Originating
Switched Transport-Common
Tandem Switching

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14. IXC to ~~CLEC~~CUSTOMER A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking at end office providing port)

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice-Terminating

If call is routed from IXC POP via **SBC-PACIFIC AND NEVADA** Tandem

~~CLEC~~CUSTOMER A is charged:
ULS Interoffice Terminating
Switched Transport-Common
Tandem Switching

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDL5X, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCDD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.97	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.69	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		15.20	49.57	22.83	25.62	6.57					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		26.97	49.57	22.83	25.62	6.57					
	Tag Loop at End User Premise			UEANL	URETL			8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			77.09	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			33.12	33.12							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			9.00	9.00							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			23.02								

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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-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
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	25.62	6.57						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		49.57	22.83	25.62	6.57						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
2-WIRE UNBUNDLED COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.90	24.88	6.45						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.61	44.15								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.19	40.39								
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.12	40.39								
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.11	49.74								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.21	42.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		23.02									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.15								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

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UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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-Add'l	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
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
MAINTENANCE OF SERVICE																

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVDX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																
Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		487.23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		6.25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		169.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		38.65									

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A											
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
													First	Add'l	First	Add'l						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46							60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18							60.19	21.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29							60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC								9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37							68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47							68.83	30.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58							68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC								9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96							51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC								9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37							55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC								9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1								77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA								33.12	33.12								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15							60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31							60.19	21.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98							60.19	21.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC								9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36							68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.61							68.83	30.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51							68.83	30.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC								9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL								8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1								48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA								23.95	23.95								
Unbundled Sub-Loop Modification																						
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X								10.11	10.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X								10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT								15.58	15.58								
Unbundled Network Terminating Wire (UNTW)																						
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UENPP	0.4572							18.02									
Network Interface Device (NID)																						
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12								71.49	48.87								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16								113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2								7.63	7.63								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4								7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																						
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00							0.00	0.00								
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF								0.00	0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF								0.00	0.00								
	NID - Dispatch and Service Order for NID installation			UNTW	UNDBX	0.00							0.00	0.00								
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UNECN	0.00							0.00	0.00								

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLV		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
END USER ORDERING - REMOTE SITE LINE SPLITTING																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U4TVX	4L6XX	0.0094										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U4TVX	U4TV2	26.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 2-Wire Voice Grade-Rev.Bat. - per mile			U4TVX	4L6XX	0.0094										
	Interoffice Channel - 4-Wire Voice Grade - per mile			U4TVX	4L6XX	0.0094										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U4TVX	U4TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - 56 kbps - per mile			U4TDX	4L6XX	0.0094										
	Interoffice Channel - 56 kbps - Facility Termination			U4TDX	U4TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - 64 kbps - per mile			U4TDX	4L6XX	0.0094										
	Interoffice Channel - 64 kbps - Facility Termination			U4TDX	U4TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1856										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.87										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56						
	Interoffice Channel - STS-1 - per mile			U4TS1	4L6XX	3.87										
	Interoffice Channel - STS-1 - Facility Termination			U4TS1	U4TF5	1,066.00	335.46	219.28	72.03	70.56						
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		751.34	193.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
ENHANCED EXTENDED LINK (EELS)																
Network Elements Used in Combinations																

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida										UNE Rates Exhibit A											
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-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
												First	Add'l	First	Add'l						
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24															
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40															
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87															
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	18.89															
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	26.84															
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	47.62															
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28															
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40															
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.56															
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56															
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74			121.62	51.44	14.45										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54			121.62	51.44	14.45										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39			121.62	51.44	14.45										
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92															
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	386.88	244.42	154.73	67.10	26.27											
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	10.92															
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDL51	426.60	244.42	154.73	67.10	26.27											
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0094															
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U4TV2	25.32	94.70	52.59	45.28	18.03											
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0094															
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U4TV4	22.58	94.70	52.59	45.28	18.03											
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNC3X	1L5XX	0.0094															
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNC3X	U4TD6	18.44	94.70	52.59	45.28	18.03											
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNC3X	1L5XX	0.0094															
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNC3X	U4TD6	18.44	94.70	52.59	45.28	18.03											
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856															
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95											
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87															
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81											
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	9.87															
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U4TFS	1,056.00	320.00	138.20	38.60	18.81											
ADDITIONAL NETWORK ELEMENTS																					
Optional Features & Functions:																					
	Clear Channel Capability Extended Frame Option - per DS1		i		U1TD1, ULDD1, UNC1X	CCOEF		0.00													
	Clear Channel Capability Super Frame Option - per DS1		i		U1TD1, ULDD1, UNC1X	CCOSF		0.00													
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		i		ULDD1, U1TD1, UNC1X, USL	NRCC		184.92	23.82	2.07	0.80										
	C-bit Parity Option - Subsequent Activity - per DS3		i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.67	0.773	0.00										
	DS1/DS0 Channel System				UNC1X	MQ1		146.77	57.28	14.74	1.50										
	DS3/DS1 Channel System				UNC3X, UNC3X	MQ3		211.19	115.60	56.54	12.16										
	Voice Grade COCI in combination				UNCVX	1D1VG		1.38	6.71	4.84											
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop				UEA	1D1VG		1.38	6.71	4.84	0.00	0.00									
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUC	1D1VG		1.38	6.71	4.84	0.00	0.00									
	OCU-DP COCI (2.4-64kbs) in combination				UNC3X	1D1DD		2.10	6.71	4.84	0.00	0.00									
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop				UDL	1D1DD		2.10	6.71	4.84	0.00	0.00									
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUD	1D1DD		2.10	6.71	4.84	0.00	0.00									
	2-wire ISDN COCI (BRITE) in combination				UNCNX	UC1CA		3.66	6.71	4.84	0.00	0.00									
	2-wire ISDN COCI (BRITE) - for a Local Loop				UDN	UC1CA		3.66	6.71	4.84	0.00	0.00									

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida										UNE Rates Exhibit A					
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-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
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00					
	DS1 COCI in combination			UNC1X	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	13.76	6.71	4.84	0.00	0.00					
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.76	6.71	4.84	0.00	0.00					
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		8.98	8.98							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		8.98	8.98							
Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		1.63						
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58		12.77					
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.76	13.05	8.86					
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77					
Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.35									
Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement		I	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04							
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		I	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULVDX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67							
	NRC - Order Coordination Specific Time - Dedicated Transport		I	UNC1X, UNC3X	OCOSR		18.90	18.90							
COMMINGLING															
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULVDX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00					
Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	4D1VG	1.38	6.71	4.84	0.00	0.00					
	Commingled Digital COCI			XDV6X	4D4DD	2.10	6.71	4.84	0.00	0.00					
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00					
	Commingled 2-wire VG Interoffice Channel			XDV2X	U4TV2	26.32	94.70	52.69	45.28	18.03					
	Commingled 4-wire VG Interoffice Channel			XDV6X	U4TV4	22.68	94.70	52.69	45.28	18.03					
	Commingled 56kbps Interoffice Channel			XDD4X	U4TD6	18.44	94.70	52.69	45.28	18.03					
	Commingled 64kbps Interoffice Channel			XDD4X	U4TD6	18.44	94.70	52.69	45.28	18.03					
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	4L5XX	0.0084									
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.69	60.64	48.00	6.34					
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.69	60.64	48.00	6.34					
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.69	60.64	48.00	6.34					
	Commingled 4-wire Local Loop Zone 1		4	XDV6X	UEAL4	18.89	127.69	60.64	48.00	6.34					

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida											UNE Rates Exhibit A					
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-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
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	26.84	127.59	60.54	48.00	6.34						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	47.62	127.59	60.54	48.00	6.34						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL66	22.20	127.59	60.54	48.00	6.34						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL66	31.56	127.59	60.54	48.00	6.34						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL66	56.99	127.59	60.54	48.00	6.34						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.34						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.34						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	56.99	127.59	60.54	48.00	6.34						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U4L2X	19.28	127.59	60.54	48.00	6.34						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U4L2X	27.40	127.59	60.54	48.00	6.34						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U4L2X	48.62	127.59	60.54	48.00	6.34						
	Commingled DS1 COCI			XDH1X	UC1D1	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6-HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.60	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1 Interoffice Channel			HFRST	U4TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L6XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L6DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.50	334.88	297.03	218.40						
911 PBX LOCATE																
911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBMN	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.66									
	PBX Locate Service Support per CLEC (Month)			9PBDC	9PBMR	178.80										
	Service Order Charge			9PBDC	9PBSC		11.90									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida							UNE Rates Exhibit B									
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	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS4	490.59										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS4	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS4	U1TFS	1214.40										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88										
ENHANCED EXTENDED LINK (EELs)																

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida										UNE Rates Exhibit B			
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 First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)	
							SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.													
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.													
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT													
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35							
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62							
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21							
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71							
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT													
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56							
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91							
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45							
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65							
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT													
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56							
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS4	490.59							
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45							
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40							

EXHIBIT 1

APPENDIX HOSTING-~~AT&T FLORIDA~~
PAGE 1 OF 12
BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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APPENDIX HOSTING

EXHIBIT 1

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APPENDIX HOSTING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-AMERITECH** (the Hosting Company) will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company’s in-region network or via the nationwide Centralized Message Distribution System (CMDS).
- 1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and 3) In-Region Non-Intercompany Revenue Settlement Services (“Agreement”).
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 SBC Communications Inc. (SBC), Inc., means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.5 As used herein, **SBC-IL** means the applicable above listed ILEC(s) doing business in Illinois.
- 1.6 As used herein, **SBC-MI** means the applicable above listed ILEC(s) doing business in Michigan.
- 1.7 The prices at which **SBC-AMERITECH** agrees to provide CLEC Hosting responsibilities are contained in the Exhibit A of the Appendix..

Deleted: applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated

2. DEFINITIONS

- 2.1 **“Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System”** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2 **“Centralized Message Distribution System” (CMDS)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data between LECs that are Direct Participants of the systems.
- 2.3 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell Telephone Company (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“Exchange Message Interface (EMI)”** -the format used for the exchange of telecommunications message information. EMI format is contained in the

Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

- 2.5 “**Full Status Revenue Accounting Office (RAO)**” – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 “**Intercompany Settlements**” (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.7 “**Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.8 “**Message Distribution (Transmission)**” is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.9 “**Non-Intercompany Settlement (NICS)**” (SBC-AMERITECH only) is a revenue exchange process for messages which originate from CLEC and bill to SBC-AMERITECH and message which originate from SBC-AMERITECH and bill to CLEC. NICS message must originate and bill within the same SBC-AMERITECH Company.
- 2.10 “**Non-Full Status Revenue Accounting Office (RAO)**” - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 When CLEC delivers to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS

network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

4.1 (SBC-AMERITECH) Monthly Billing

- 4.1.1 Each month, SBC-AMERITECH shall calculate the total amount due. This calculation will include:
 - 4.1.1.1 Transmission fee
 - 4.1.1.2 ICS settlement processing fee
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 SBC-AMERITECH shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 SBC-AMERITECH shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC must provide SBC-AMERITECH a Non-Hosted Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). SBC-AMERITECH will advise Telcordia Technologies to convert the RAO code to a hosted status.
- 4.1.6 For out-of- SBC-AMERITECH region properties, CLEC must provide to SBC-AMERITECH a Full-Status Revenue Accounting

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Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore) for each geographical area in which the Customer operates. For properties within the SBC-AMERITECH region, CLEC must negotiate an acceptable RAO code with SBC-AMERITECH.

4.1.7 CLEC subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO may continue this service using SBC-AMERITECH RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.

4.1.8 If access records are received from the CMDS system, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records. Should CLEC desire collection and distribution of in SBC-AMERITECH region records, such services shall be covered by the Meet Point Billing arrangement as described in the Appendix Reciprocal Compensation of this Agreement.

ILEC - 4.1.9 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both SBC-AMERITECH and CLEC shall send/receive data in EMI format. SBC-AMERITECH and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.10 CLEC may return to SBC-AMERITECH any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by SBC-AMERITECH and the charges therefore deducted for reimbursement amount owing to SBC-AMERITECH. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.1.11 CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.

4.2 (SBC-AMERITECH) –INTERCOMPANY SETTLEMENT (ICS)

4.2.1 SBC-AMERITECH will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:

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- 4.2.1.1 The call must be transported by a LEC.
- 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
- 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.
- 4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. ICS settlement will be incorporated in to the CLEC's monthly invoice.

(ILEC only)

4.3 (SBC-AMERITECH) NON-INTERCOMPANY SETTLEMENT (NICS)

- 4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC-AMERITECH and billed by the CLEC, or messages originated by the CLEC and billed by SBC-AMERITECH within the same SBC-AMERITECH Ameritech State. For example, an alternately billed call originating within SBC-IL territory and billed to a CLEC within SBC-IL would be covered by this section; a call originating within SBC-MI but billing outside of SBC-MI would not be NICS.
- 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3.4 CLECs subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO, may continue this service using SBC-AMERITECH's RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.
- 4.3.5 For calls originating and billing within a non-SBC-AMERITECH, CLEC should obtain NICS or equivalent agreements with the LECs in that state.

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5. BASIS OF COMPENSATION

- 5.1 CLEC shall pay a one-time set-up charge, half (1/2) due at contract signing and half (1/2) due with first billing and for services as set forth in Exhibit A, Price Schedule.
- 5.2 CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Exhibit A. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

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 acknowledgement 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
Hosting Price Schedule
SBC-AMERITECH

1. Start-Up Fee \$16,000

One time fee for enabling the SBC-AMERITECH billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. Basic Price Components

A. Message distribution fees:
 Monthly transmission fee \$250

B. ICS Settlement
 Monthly settlement processing fee \$200

3. Consulting \$150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

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 \$28,000

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 \$20,000

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A. . Message distribution Fees:¶
 1) . Monthly transmission fee
 \$250¶

B. . ICS Settlement (CLEC only)¶
 1) . Monthly settlement processing fee . . . \$200¶

3. . Basic Price Components

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 Message distribution Fees:

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i.e.: Number of Messages per Month . . . Rate per Message¶
 0 - xxxxx¶
 xxxx - xxxxxx¶
 xxxx - xxxxxx¶

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 . 1) CMDS: ICS Messages sent { ... [2]

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 . 1) CMDS: ICS Messages sent { ... [3]

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 Hosting Price Schedule¶

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Exhibit B
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describe the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.
5. System Embargo:
 - Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been

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APPENDIX HOSTING-~~AT&T FLORIDA~~

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BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER
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received. Change requests received during an embargo will be handled on an individual case basis.

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1) CLEC will pay SBC-AMERITECH according a negotiated price schedule based on message volumes and/or a minimum payment per month.	
i.e.: <u>Number of Messages per Month</u>	
0 – xxx	.XX
xxxx – xxxx	.XX
over xxxx	.XX

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1) CMDS: ICS Messages sent to or received from Bellcore CMDS (per message) \$.010	
2) Non-CMDS: NICS Messages received from and sent to LECs hosted by SBC-12STATE. Includes the identification, formatting, and invoicing (packing) of message data (per message). \$.017	
Settlement	
1) NICS Billing and Collection Fee (per message)	\$.08

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1) CMDS: ICS Messages sent to or received from Bellcore CMDS (per message) \$.010	
2) Non-CMDS: NICS Messages received from and sent to LECs hosted by SBC-12STATE. Includes the identification, formatting, and invoicing (packing) of message data (per message). \$.017	
Settlement	
1) NICS Billing and Collection Fee (per message)	\$.08

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Exhibit A

Hosting Price Schedule

SBC-SWBT

Per record charge for billable message records and/or access usage records that are received from the CLEC and destined to another location for billing.

EXHIBIT 1

Per Record Charge

Full Status RAO Company	
Hosting Company Network	\$.0020
National CMDS Network	\$.0050
Non-Full Status RAO Company	
Hosting Company Network	\$.0070
National CMDS Network	\$.0100

Per record charge for billable message records and/or access usage records in situations where the Hosting Company, performing a transfer service, provides this message data received from other LECs or from CMDS on magnetic tape or data file for delivery to the CLEC.

Per Record Charge	\$.0030
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APPENDIX DSL-~~AT&T Florida~~
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**APPENDIX DIGITAL SUBSCRIBER LINE
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (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/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 and/or Wisconsin Bell, Inc. d/b/a Ameritech AT&T Wisconsin.

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Inserted: AT&T 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,

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

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

1.5 The prices at which SBC-12STATE and AT&T agree to provide CUSTOMER with xDSL compatible loops and HFPL are contained in the applicable Appendix (SBC-12STATE) or UNE Rates Exhibit A (AT&T) and/or the applicable Commission ordered tariff where stated.

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1.6 The prices, terms, and conditions herein are not applicable in SNET. SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

1.7 SBC-12STATE and AT&T agree to provide CUSTOMER with access to UNES (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNES under this Appendix, for CUSTOMER to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

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

2. DEFINITIONS

2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from AT&T’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in AT&T’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be requested through the BFR process. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

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2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. SBC-12STATE shall only make the HFPL available to CLEC in those instances where SBC-12STATE also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user. In cases where either (1) CLEC has agreed with a carrier other than AM-IL or AM-MI or AM-WI that CLEC will provide data services over the same loop on which that carrier is providing voice service or (2)

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CLEC desires to provide both voice and data services over the same loop obtained from AM-IL or AM-MI or AM-WI. AM-IL or AM-MI or AM-WI need not provide a splitter if the respective State Commission does not establish a regulatory requirement that AM-IL or AM-MI or AM-WI do so.

- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a CUSTOMER may use to deploy xDSL technologies.
- 2.10 “Acceptance Testing” shall be defined as the joint testing between AT&T’s Technician, its CLEC Service Assurance Center (CSAC), and the CUSTOMER’s designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “Cooperative Testing” is the joint testing between an AT&T technician, AT&T CSAC technician, and a designated CUSTOMER test representative, during the maintenance cycle of xDSL loops.
- 2.12 “Line Share Turn-Up Test” shall be defined as the testing for HFPL by **SBC-12STATE** as more specifically described in Section 8.
- 2.13 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-12STATE’s** December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.14 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and

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the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.15 Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-12STATE**’s and **AT&T**’s HFPL offerings unless otherwise noted.

3.2 **SBC-12STATE and AT&T** will provide a loop for CUSTOMER to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-12STATE and AT&T** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-12STATE and AT&T** do not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CUSTOMER may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.

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3.3 Neither **SBC-12STATE** nor **AT&T** shall deny CUSTOMER’s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-12STATE or AT&T, as applicable**, has demonstrated to the state commissions in accordance with FCC orders that CUSTOMER’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

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3.4 In the event the CUSTOMER wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to **SBC-12STATE** or AT&T, as applicable, and the state commission before or at the time of its request to deploy such technology within **SBC-12STATE or Florida**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

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3.5 In the event the CUSTOMER wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of

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acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

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3.6 Liability

3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC, SBC-12STATE or AT&T, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC-12STATE or AT&T facilities, the Party (“Indemnifying Party”) will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party’s (“Indemnitee”) facilities. Notwithstanding any other provision of this Appendix, each Party (“Indemnifying Party”) shall release, defend and indemnify the other Party (“Indemnitee”) and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party’s end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee’s provision of splitter functionality under this Appendix.

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3.6.2 For any technology, CUSTOMER’s use of any SBC-12STATE or AT&T network element, or its own equipment or facilities in conjunction with any SBC-12STATE or AT&T network element, will not materially interfere with or impair service over any facilities of SBC-12STATE or AT&T, its affiliated companies or connecting and concurring carriers involved in SBC-12STATE or AT&T services, cause damage to SBC-12STATE or AT&T’s plant, impair the privacy of a communications carried over SBC-12STATE or AT&T’s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-12STATE or AT&T, as applicable, may discontinue or refuse service if CUSTOMER violates this provision, provided that such termination of service will be limited to CUSTOMER’s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, SBC-12STATE and AT&T will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If SBC-12STATE or AT&T reasonably believes the CLEC has not sufficiently demonstrated that their use of the network element is not the cause of such harm, or if CUSTOMER contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SBC-12STATE or AT&T must be supported with specific and verifiable supporting information.

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3.7 Indemnification

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3.7.1 Covered Claim: Notwithstanding any other provisions of this Agreement, each Party (“Indemnifying Party”) will release, indemnify, defend and hold harmless the other Party (“Indemnatee”) from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party’s provision of splitter functionality under this Appendix, or the Indemnifying Party’s (i.e., CUSTOMER’s) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., **SBC-12STATE or AT&T**, as applicable) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.

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Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.6.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.

3.7.2 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party’s provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party’s investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

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- 3.7.3 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnitee will reimburse Indemnifying Party’s defense costs, in any case in which Indemnifying Party’s technology is determined not to be the cause of any of Indemnitee’s liability and in any case in which the Indemnifying Party’s provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnitee’s liability.
- 3.8 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party’s gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops

Deleted: : For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify SBC-12STATE as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges called unbundled loop modification, and will be performed at CUSTOMER’s request. The rates set forth in UNE Rates Exhibit A shall apply to this 2-Wire xDSL Loop.

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4.1.2 2-Wire Digital Loop (e.g., ISDN): A 2-Wire Digital Loop for purposes of this Section supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in UNE Rates Exhibit A.

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4.1.3 **SBC-SWBT & SBC-AMERITECH ONLY**
IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.

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4.1.4 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, called unbundled loop modification, and will be performed at CUSTOMER's request. The rates set forth in UNE Rates Exhibit A shall apply to this 4-Wire xDSL Loop.

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4.1.5 Sub-Loop: In locations where SBC-12STATE or AT&T has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, SBC-12STATE or AT&T, as applicable, will make the following options available to CUSTOMER:

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4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting SBC-12STATE or AT&T, as applicable, to make copper facilities available (subject to Section 4.6 below).

4.1.5.2 The CLEC has the option of collocating a DSLAM in SBC-12STATE's or AT&T's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at SBC-12STATE's or AT&T's RTs, SBC-12STATE or AT&T, as applicable, will provide CUSTOMER with unbundled access to subloops to allow CUSTOMER to access the copper wire portion of the loop.

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4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and SBC-12STATE has placed a DSLAM in the RT, SBC-12STATE must unbundle and provide access to its packet switching. SBC-12STATE is relieved of this unbundling obligation only if it permits the requesting CLEC to collocate its DSLAM in SBC-12STATE's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

4.1.6 When SBC-12STATE is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered

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on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide SBC-12STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CUSTOMER shall provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes.

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4.1.6.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When SBC-12STATE traditional retail POTS services are disconnected, SBC-12STATE will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Appendix Pricing. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.

4.3 SBC-12STATE shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.4 Consistent with 2.4, HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC-13STATE is not the retail POTS provider.

4.5 Neither SBC-12STATE nor AT&T shall be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any SBC-12STATE or AT&T splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.

4.6 Neither SBC-12STATE nor AT&T shall be under an obligation to provision xDSL capable loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, CUSTOMER will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of unbundled loop modification should be performed. CUSTOMER shall pay SBC-12STATE or AT&T, as applicable, for unbundled loop modification performed at CUSTOMER's request pursuant to Sections 7.1 and 7.2 below.

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Deleted: For each loop (including the HFPL), CLEC shall at the time of ordering notify SBC-12STATE as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify SBC-12STATE. Likewise, SBC-12STATE will disclose to CLEC upon request, information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC-12STATE will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SBC-12STATE with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.¶

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4.8 Neither SBC-12STATE nor AT&T will deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

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4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC-12STATE and AT&T will provide a loop to support the new technology for CLEC as follows:

Deleted: Upon request by CLEC, SBC-12STATE will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation

4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then SBC-12STATE will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.

4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Appendix), CUSTOMER may submit a request for a new loop type through the BFR Process.

4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if SBC-12STATE, AT&T or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC-12STATE, AT&T or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC-12STATE, AT&T or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

Deleted: the Parties make a good faith effort to mutually agree to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement

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4.8.3 Each Party must abide by applicable State Commission or any applicable FCC-approved spectrum management standards. **Neither SBC-12STATE nor AT&T** will impose its own standards for provisioning xDSL services. However, **SBC-12STATE and AT&T** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

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4.9 Line Splitting

4.9.1 Line splitting is defined to mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

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4.9.2 Line Splitting – UNE-L. If CUSTOMER provides its own switching or obtains switching from a third party, CUSTOMER may engage in line splitting arrangements with another CLEC using a splitter, provided by CUSTOMER, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

4.9.3 Provisioning Line Splitting and Splitter Space – UNE-L

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4.9.3.1 The requesting carrier provides the splitter when providing Line Splitting with UNE-L. When CUSTOMER owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

4.9.3.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

4.9.4 CLEC Provided Splitter – Line Splitting – UNE-L

4.9.4.1 To order High Frequency Spectrum on a particular Loop, CUSTOMER must have a DSLAM collocated in the central office that serves the End User of such Loop.

4.9.4.2 CUSTOMER may purchase, install and maintain central office POTS splitters in its collocation arrangements. CUSTOMER may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

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- 4.9.4.3 Any splitters installed by CUSTOMER in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. CUSTOMER may install any splitters that AT&T deploys or permits to be deployed for itself or any BellSouth affiliate.
- 4.9.5 Maintenance – Line Splitting – UNE-L
- 4.9.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User’s premises and the termination point.
- 4.9.6 Indemnification
- 4.9.6.1 CUSTOMER shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T’s gross negligence or willful misconduct.
- 4.9.7 Network Modifications
- 4.9.7.1 AT&T must make all necessary network modifications, including providing non-discriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

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~~Deleted: Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC’s request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the applicable tariff referenced in the Table under 8.6 of this Appendix. CLEC will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities~~

~~Deleted: SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:~~

~~Deleted: Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC’s failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC’s line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLECs Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state. ¶~~

~~Deleted: Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts~~

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

- 5.1.1 Option 1: CUSTOMER will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with the terms and conditions of the Appendix Collocation in this Agreement. When virtually collocated, ~~SBC-12STATE~~ or ~~AT&T~~, as applicable, will install, provision and maintain splitters under the terms of Appendix Virtual Collocation of this Agreement.
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Deleted: Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with SBC-12STATE's Operational Support Systems ("OSS")

Deleted: Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements

Deleted: All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1

Deleted: When an end-user disconnects SBC-12STATE POTS service, SBC-12STATE will advise the end user to also notify their data CLEC. SBC-12STATE will also notify the CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection

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5.2 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the Appendix Collocation terms and conditions in this Agreement or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE or AT&T will install the splitter in an SBC-12STATE or AT&T bay and SBC-12STATE or AT&T, as applicable, will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.3 Splitter provisioning will use standard AT&T configuration cabling and wiring in SBC-12STATE and AT&T locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with the applicable SBC-12STATE or AT&T Operations Support Systems ("OSS").

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

6.1 General: AT&T will provide CUSTOMER with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in AT&T's Loop MakeUp CLEC Information Package, which is posted on www.wholesale.att.com.

In accordance with the FCC's UNE Remand Order, CUSTOMER will be given nondiscriminatory access to the same loop makeup information that AT&T is providing any other CLEC and/or AT&T's retail operations or its advanced services affiliate.

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6.2 SBC-12STATE only, Loop Pre-Qualification: Subject to 6.1 above, SBC-12STATE's pre-qualification will provide a near real time response to CUSTOMER queries. Until replaced with OSS access as provided in 6.1, SBC-12STATE will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

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*6.3 Loop Qualification: Subject to 6.1 above, SBC-12STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SBC-12STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. Regardless of the method of access, CUSTOMER shall be provided with access to all available loop qualification information in the databases or internal records of SBC-12STATE, in the same time intervals that information is available to any SBC-12STATE personnel, regardless of whether SBC-12STATE's retail arm or advanced services affiliate has access to such information. CUSTOMER will be billed a loop qualification charge for each xDSL capable loop order submitted at the interim rate set forth in Section 6.3.4 below and subject to the terms and conditions set forth in such Section.

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6.3.1 (Reserved).

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6.3.4 In SBC-12STATE only, Interim Rate(s) for Loop Qualification: The Parties acknowledge and agree that the Commission, in its Arbitration Award in Docket No. 05-MA-128 ("the Arbitration Award"), found that the Wisconsin Public Service Commission ("Commission") is addressing the issue of the appropriate charge(s) for loop qualification in Docket No. 6720-TI-161, pending the Commission's review of an AM-WI cost study for loop qualification. In its Arbitration Award, the Commission found that in the

* This Section 6.3 in entirety is available only in the state of Wisconsin. The Parties agree that his language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Wisconsin Public Service Commission in CUSTOMER Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with between CUSTOMER and 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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interim, prior to the Commission establishing a final rate for loop qualification in Docket No. 6720-T1-161, AM-WI shall respond to a request for loop qualification at no charge, regardless of whether the actual AM-WI response to the request is on a mechanized or manual basis. The Commission further found in its Arbitration Award that AM-WI shall keep track of its responses to CUSTOMER's requests for loop qualification, and that the final rate established by the Commission in Docket No. 6720-T1-161 shall retroactively apply back to the Effective Date of this Agreement. Accordingly, the Parties understand and agree that the interim rate of \$0.00 herein for manual or mechanized loop qualification requests will be in effect only until the effective date of the Commission's order establishing final rates in Docket No. 6720-T1-161, or another appropriate docket established by the Commission to investigate and establish final rates for loop qualification. Upon the effective date of the Commission's order establishing final loop qualification rates ("Order"), those final rates will automatically replace the interim loop qualification rate(s) contained in this Agreement and, as soon as practicable after such final rates become effective, but in any event within sixty (60) days of the effective date of such Order, the Parties shall retroactively "true-up" the interim rates paid and received hereunder back to the Effective Date of this Agreement and shall negotiate and submit for approval a conforming Amendment to this Agreement to reflect the final loop qualification rate(s) established by the Commission in its Order.

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6.4 In SBC-12STATE only, All loop qualification is subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have SBC-12STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-12STATE's affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, CUSTOMER may request that SBC-12STATE perform unbundled loop modification at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

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6.4.4 For HFPL, if CUSTOMER's requested unbundled loop modification will degrade the customer's analog voice service, SBC-12STATE is not required to condition the loop. However, should SBC-12STATE refuse the CLEC's request to condition a loop, SBC-12STATE will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

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7. PROVISIONING (AT&T)

7.1 Provisioning: AT&T will not guarantee that the local loop(s) ordered will perform as desired by CUSTOMER for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AT&T beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. Maintenance will be performed based on the technical specifications of the loop type..

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Deleted: On loops where CLECs have requested that no conditioning be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design

7.2 Subject to Section 6.4.4 above, CUSTOMER shall designate, at the CUSTOMER's sole option, what loop conditioning AT&T is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Unbundled loop modification may be ordered on loop(s), subloop(s), or HFPL 18,000 feet or less, at the unbundled loop modification rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

Deleted: For loops less than 12,000 feet, SBC-12STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Interval Guide, found in the Local Ordering Handbook (LOH), found at www.wholesale.att.com, specifies subloop provisioning intervals.

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7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be as set forth in The Interval Guide.

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7.3.2 For CUSTOMER orders of more than 20 xDSL capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as set forth in The Interval Guide.

Inserted: determined by as set forth in

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7.3.3 The provisioning and installation interval for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be as set forth in The Interval Guide.

Deleted: , or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever [1]

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Deleted: 15 business days, or as agreed upon by the Parties determined by

7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning will have a provisioning and installation interval as set forth in The Interval Guide.

Inserted: determined by as set forth in The Interval Guide

Deleted: ten (10) business days determined by

7.3.5 Orders to convert existing stand-alone DSL capable UNE loops to line shared loops, regardless of quality, will be handled as Special Projects. The interval

Inserted: determined by as set forth in The Interval Guide

Deleted: , or the provisioning and installation interval applicable to [2]

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for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.

7.3.6 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be as set forth in The Interval Guide.

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7.3.7 For CUSTOMER orders of 25-48 HFPL per order or per end-user customer location where no conditioning is requested, the provisioning and installation interval will be as set forth in by The Interval Guide or as agreed upon by the parties.

Inserted: determined byas set forth in The Interval Guide

Deleted: , or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less

7.3.8 For CUSTOMER orders of 48 up to 99 HFPL per order or per end-user location where no conditioning is requested, the provisioning and installation interval will beas set forth in The Interval Guide, or as agreed by the Parties.

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Inserted: determinedas set forth in by The Interval Guide

7.3.9 For CUSTOMER orders of more than 99 HFPL per order or per end-user location where no conditioning is requested, the provisioning and installation interval will be as as set forth in The Interval Guide.

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Inserted: determined byas set forth in The Interval Guide

7.3.10 The provisioning and installation intervals for the HFPL UNE where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will beas set forth in The Interval Guide.

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7.3.11 For CUSTOMER orders of more than 24 HFPL per order or per end-user location where conditioning is requested, the provisioning and installation interval will be as as set forth in The Interval Guide.

Deleted: ten (10) business daysdetermined by

Deleted: , or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or its affiliates xDSL-based services where conditioning is required, whichever is less

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7.3.13 (Reserved).

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7.3.14 (Reserved).

Deleted: agreed upon by the Parties

7.3.15 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing UNE Rates Exhibit A and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The

Deleted: For HFPL orders, intervals are contingent upon CLEC<<customer_short_name>>'s end-user customer release of the voice grade circuit during normal working hours. In the event the end-user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end-user release of the voice grade circuit and out-of-hours charges may apply

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provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

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7.3.17 (Reserved).

8. TESTING (AT&T)

8.1 Intentionally left blank

8.2 AT&T performs Acceptance Testing on all xDSL loops. Acceptance Testing will be conducted at the time of installation of the service request.

8.2.1 Intentionally left blank

8.3 Acceptance Testing Procedure:

8.3.1 Upon delivery of a loop to/for the CLEC, AT&T's field technician will call the CSAC and the CSAC tester will call a toll free number provided by the CUSTOMER to initiate performance of a series of Acceptance Tests.(e.g., verifying basic metallic loop parameters, including proof of continuity and pair balance.)

8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the AT&T field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

8.3.1.2 Intentionally left blank

8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide AT&T with a confirmation number and AT&T will complete the order.

8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the CSAC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, AT&T will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide AT&T with a confirmation number and AT&T

Deleted: The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop, or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

Deleted: ~~SBC-12STATE~~ and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When ~~SBC-12STATE~~ provides HFPL, continuity is generally assumed as ~~SBC-12STATE~~ retail POTS service is operating at the time of the order. Generally, ~~SBC-12STATE~~ would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, ~~SBC-12STATE~~ will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

Deleted: Should the CLEC desire

Deleted: , it shall request such testing on a per

Deleted: basis upon issuance of the Local Service Request (LSR)

Deleted: If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause (... [3])

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Deleted: LOC (Local Operation Center)

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Deleted: For 2-wire digital loops that are provisioned through repeaters (... [4])

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Deleted: The CLEC will be billed for the Acceptance Test as specified (... [5])

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will complete the order. If CUSTOMER xDSL service does not function as desired, yet test parameters are met, AT&T will still close the order. AT&T will not complete an order that fails Acceptance Testing.

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8.3.5 AT&T will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. AT&T may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

Deleted: Until such time as the CLEC and SBC-12STATE agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. SBC-12STATE Technician may have performed a generic meter test, which measures ohms, capacitance and voltage, where available. Consequently, SBC-12STATE agrees that should the CLEC open a trouble ticket and an SBC-12STATE network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an SBC-12STATE fault), SBC-12STATE, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed

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8.3.7 Intentionally left blank

8.4 Acceptance Testing Billing

8.4.1 Intentionally left blank

8.4.1.1 (Reserved).

8.4.1.2 (Reserved).

8.4.1.3 (Reserved).

8.4.1.4 (Reserved).

8.4.1.5 (Reserved).

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Deleted: If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from SBC-12STATE error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request SBC-12STATE to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below

8.5 COOPERATIVE TESTING: (AT&T)

8.5.1 AT&T and CUSTOMER agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.

Deleted: Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and ... [6]

8.5.2 Should CUSTOMER desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.

Deleted: The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops th{ ... [7]

8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added;

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however, a new due date will be calculated to account for the additional work.

8.5.4 Cooperative Testing Procedure:

8.5.4.1 The ~~AT&T~~ field technician will call the CSAC and the CSAC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

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8.5.4.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report.

Deleted: and the LOC will bill for the cooperative testing

8.5.4.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the CSAC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the CSAC will contact the CLEC for another cooperative testing.

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8.5.4.4 ~~AT&T~~ will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. ~~AT&T~~ may then close the trouble ticket.

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Deleted: , document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed

Deleted: The charges for Acceptance and Cooperative Testing are provided in Appendix **PRICING** and/or the applicable tariff.

8.6

REGION	TARIFF
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges as described in the FCC No. 1 Tariff.

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8.7 Line Sharing Turn-Up Testing Procedures:

8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by SBC-12STATE's central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

Deleted: If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs

8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

Deleted: Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-12STATE shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC-12STATE shall attempt to notify the end user and CLEC for permission any time SBC-12STATE repair effort has the potential of affecting service on the broadband portion of the loop. SBC-12STATE may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval

8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.6.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

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9.3 AT&T will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals AT&T provides its broadband customers.

9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to AT&T and the problem is determined to be in the CLEC's network, the CLEC will pay AT&T the Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff.

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Deleted: applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.6 above) upon closing the trouble ticket. In addition, SBC-12STATE will pay to CLEC, upon closing of the trouble ticket, a charge for trouble isolation, maintenance and repair at a rate not to exceed the tariffed amount that SBC-12STATE could charge ... [8]

9.3.2.1 Intentionally left blank

Deleted: SBC-owned line splitters:

9.3.3 CUSTOMER-owned line splitters:

Deleted: SBC-12STATE will offer a 24-hour clearing time, excluding weekends and holidays, or parity ... [9]

9.3.3.1 If AT&T isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, AT&T will notify the CLEC and request a trouble ticket and a committed restoration time from CUSTOMER for clearing the reported trouble and AT&T will charge CUSTOMER a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff.

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9.3.4 Either Party may offer the End User the option of restoring the POTS line. If the End User chooses to have the POTS line restored until such time as the

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HFPL problem can be corrected and notifies either CLEC or SBC-12STATE, the contacted Party will notify the other and provide contact names prior to SBC-12STATE "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

9.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SBC-12STATE to restore the HFPL portion of the loop.

9.3.6 In the event the trouble is identified and corrected in the CLEC equipment, AT&T will charge CUSTOMER a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC No.1 Tariff. In response to a trouble ticket initiated by CUSTOMER where AT&T determines in error that the trouble is in CUSTOMER's network, and CUSTOMER subsequently finds the trouble resides in AT&T network, CUSTOMER may file a request through the billing dispute process.

9.4 Intentionally left blank.

9.5 Intentionally left blank.

*9.6 CUSTOMER hereby agrees to assume any and all liability for which it is directly responsible in connection with any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to SBC-12STATE facilities caused by CUSTOMER.

9.7 AT&T will guarantee basic metallic loop parameters for xDSL-based or other advanced services, including continuity and pair balance.

9.8

10. Intentionally left blank.

10.1 Intentionally left blank.

* This Section 9.6 in entirety is available only in the state of Wisconsin. The Parties agree that his language is a non-voluntary offering by AM-WI and consistent with the following order: Order of the Wisconsin Public Service Commission in CUSTOMER Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with between CUSTOMER and 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: the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.6 above) upon closing the trouble ticket.

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Deleted: will be credited for all SBC-12STATE trouble isolation costs except those associated with the final trouble ticket

Deleted: In addition, SBC-12STATE will pay to CLEC, upon closing of the trouble ticket, a charge for trouble isolation, maintenance and repair at a rate not to exceed the tariffed amount that SBC-12STATE could charge CLEC under SBC-12STATE's tariff for the same service, provided that CLEC's charge must be reasonable in relation to the work actually performed and further provided that SBC-12STATE may pay such charges to CLEC by means of an identifiable credit on CLEC's account.

Deleted: Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops. [10]

Deleted: On loops where CLEC has requested recommended conditions. [11]

Deleted: For loops under 12,000 feet, SBC-12STATE will remove loops. [12]

Deleted: Any CLEC testing of the retail-POTS service must be non-intrusive. [13]

Deleted: will provide CLECs access to its legacy MLT system and its interface. [14]

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Deleted: CLEC-requested testing by SBC-12STATE beyond these parameters. [15]

Deleted: The CLEC shall not rearrange or modify the retail-POTS wiring. [16]

Deleted: SPECTRUM MANAGEMENT

Deleted: CLEC will advise SBC-12STATE of the PSD mask application. [17]

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Deleted: SBC-12STATE agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. SBC-12STATE may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. SBC-12STATE shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, SBC-12STATE will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC-12STATE, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC-12STATE and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the good faith effort to resolve the dispute, SBC-12STATE may, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant. If SBC-12STATE and CLEC are unable to resolve the dispute, the dispute resolution process as defined in General Terms and Conditions of this Agreement will be invoked.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

Deleted: In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, SBC-12STATE and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies

Deleted: Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then SBC-12STATE and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense

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

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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

Page 18: [1] Deleted	Author , or the provisioning and installation interval applicable to SBC-12STATE 's tariffed xDSL-based services, or its affiliate's, whichever is less
Page 18: [2] Deleted	Author , or the provisioning and installation interval applicable to SBC-12STATE 's tariffed xDSL-based services, or its affiliates' x-DSL-based services where conditioning is required, whichever is less
Page 20: [3] Deleted	Author If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order
Page 20: [4] Deleted	Author For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-12STATE field technician will not perform a short or open circuit due to technical limitations. SBC Field Technician may perform a generic meter test, which measures ohms, capacitance and voltage on all 2-wire digital loop that are provisioned through repeaters or Digital Loop Carriers
Page 20: [5] Deleted	Author The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
Page 21: [6] Deleted	Author Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense
Page 21: [7] Deleted	Author The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing
Page 23: [8] Deleted	Author applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.6 above) upon closing the trouble ticket. In addition, SBC-12STATE will pay to CLEC, upon closing of the trouble ticket, a charge for trouble isolation, maintenance and repair at a rate not to exceed the tariffed amount that SBC-12STATE could charge CLEC under SBC-12STATE 's tariff for the same service, provided that CLEC's charge must be reasonable in relation to the work actually performed and further provided that SBC-12STATE may pay such charges to CLEC by means of an identifiable credit on CLEC's account
Page 23: [9] Deleted	Author SBC-12STATE will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SBC-12STATE provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by CLEC where the voice service has not been impacted after such trouble has been isolated to the SBC-12STATE central office
Page 24: [10] Deleted	Author Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis.
Page 24: [11] Deleted	Author

EXHIBIT 1

On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design

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Author

For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.

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Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). **SBC-12STATE**

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will provide CLECs access to its legacy MLT system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests

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CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

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The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

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CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type

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APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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, 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, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Data Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

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- 2.3 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.6 **“Validation Information”** means a Data Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-12STATE retail accounts, CLEC’s accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.
- 4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB administrative systems that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting CLECs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.
- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-12STATE to provide CLEC with Data Base Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-12STATE's LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.
- 4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for administration.

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4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to **PACIFIC**'s and **SBC-SWBT**'s LIDB administrative systems that is equivalent to **PACIFIC**'s and **SBC-SWBT**'s access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks **PACIFIC**'s and/or **SBC-SWBT**'s LIDB DBAC personnel can perform on **PACIFIC**'s and/or **SBC-SWBT**'s own Line Records. **SBC-AMERITECH** and **SNET** will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not assigned to **PACIFIC** and/or **SBC-SWBT** for administration.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that **SBC-12STATE** provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

- 4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those **SBC-12STATE** ILECs that use such facilities to load

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data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-12STATE ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to SBC-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC-SWBT will use these tapes to update or create CLEC's records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. SBC-SWBT will also provide CLEC with the name and address of SBC-SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide CLEC with record

format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 SBC-SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Data Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.

4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request

(whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 SBC-12STATE will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that a Data Owner's Line Records in the LIDB administrative system match the source of the Data Owner's Line Records.

4.6.2.2 The source of Data Owners' Line Records that SBC-12STATE administers through a service order process will be the SBC-12STATE's billing system that maintains the LIDB data for such Data Owners.

4.6.2.3 SBC-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). SBC-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.4 CLEC will use the file SBC-12STATE provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the

unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.5 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-12STATE to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SBC-12STATE's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records that SBC-12STATE administers through the LSR Process.
- 4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that SBC-12STATE can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SBC-12STATE will populate such data element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information in LIDB. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.

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4.7.5 The following applies only to SBC-SWBT.

4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either “as is” or “with changes”.

4.7.5.2 CLEC will identify through a registration form that SBC-SWBT will provide to CLEC, how CLEC’s Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SBC-SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.5.4 Conversion Activity. CLEC will identify whether SBC-SWBT will convert LIDB Line Records from a previous local service provider (including SBC-SWBT) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SBC-SWBT).

4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 SBC-12STATE’s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-12STATE will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. **MANNER OF PROVISIONING**

5.1 SBC-12STATE will provide to CLEC, on request, SBC-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-12STATE provides for LIDB data administration when CLEC chooses to use such interfaces.

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- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:
- 5.4.1 the number of working lines per account group
- 5.4.2 the number of working line numbers to be established
- 5.4.3 the average number of monthly changes to these records
- 5.4.4 the number of busy hour queries, by query type
- 5.4.5 the number of annual queries by query type
- 5.5 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.
- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Data Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.

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- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in SBC-12STATE's LIDB in such a manner that SBC-12STATE's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using a SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 CLEC will also delete Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-12STATE LIDB.

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- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary to ensure the successful operation and administration of SBC-12STATE's SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows an entity to access SBC-12STATE's LIDB, such query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB.
- 5.22 The following applies only to SBC-SWBT
- 5.22.1 SBC-SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to

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delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

- 5.22.2 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SBC-SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.
- 5.22.3 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

- 6.1 If SBC-12STATE provides CLEC with compensation for data access as set forth in Section 6.3, SBC-12STATE will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in SBC-12STATE's LIDB.
- 6.2 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.
- 6.2.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.

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- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.
- 6.4 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

7. COMPENSATION OPTION

- 7.1 CLEC may elect to receive compensation from SBC-12STATE for access to CLEC's data in SBC-12STATE's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-12STATE offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-12STATE will not provide compensation to CLEC for access of CLEC's data in SBC-12STATE's LIDB other than via this Compensation Option.
- 7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to CLECs data, PACIFIC and CLEC and/or SBC-SWBT and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 SNET

7.2.1.1	Validation Query	\$.038 per Query
7.2.1.2	CNAM Query	\$.016 per Query

7.2.2 SBC-SWBT

7.2.2.1	Validation Query	\$.026 per Query
7.2.2.2	CNAM Query	\$.0036 per Query
7.2.2.3	OLNS Query	\$.0055 per Query
7.2.2.4	Query Transport	\$.0044 per Query

7.2.3 **SBC-AMERITECH**

- 7.2.3.1 Validation Query \$.017228 per Query
- 7.2.3.2 CNAM Query \$.012 per Query
- 7.2.3.3 Query Transport \$.00012 per Query

7.2.4 **PACIFIC**

- 7.2.4.1 Validation Query \$.021 per Query
- 7.2.4.2 CNAM Query \$.008 per Query
- 7.2.4.3 OLNS Query \$.012 per Query
- 7.2.4.4 Query Transport \$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-12STATE** will credit CLEC for each query against CLEC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

- 7.3.1.1 28% paid to CLEC
- 7.3.1.2 72% retained by **SNET**
- 7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

- 7.3.2.1 Validation \$.01216 per Query
- 7.3.2.2 CNAM \$.0032 per Query
- 7.3.2.3 OLNS \$.00396 per Query

7.3.3 **SBC-AMERITECH**

- 7.3.3.1 Validation \$.0025 per Query

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7.3.3.2 CNAM \$.005 per Query

7.3.3.3 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, SBC-AMERITECH will credit customer \$.006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, SBC-AMERITECH will credit customer \$.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1 Validation \$.008508 per Query

7.3.4.2 CNAM \$.0032 per Query

7.3.4.3 OLNS \$.004908 per Query

7.4 **PACIFIC** and **SBC-SWBT** will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 **SBC-AMERITECH** will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

10.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-12STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-12STATE**. Any such losses or damages for which **SBC-12STATE** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the

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- period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 SBC-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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 LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 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, 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, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Data Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

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- 2.3 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
- 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)
- 3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's LIDB for CNAM Query except SBC-AMERITECH will provide access to LIDB for CNAM Query after April 5, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its LIDB.

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- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 CLEC understands that access to SBC-12STATE's LIDB may not provide CLEC with access to all of the data of all Data Owners in SBC-12STATE's LIDB. When a region in SBC-12STATE implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Data Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Data Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between CLEC and said Data Owner.
- 3.8 Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.9 SBC-12STATE provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where SBC-13STATE is the incumbent local exchange

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carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay **SBC-12STATE** a per-Query rate for each Query initiated into **SBC-12STATE**'s LIDB. CLEC will also pay **SBC-12STATE** a per-Query Transport Rate for each Validation and OLNS Query initiated into **SBC-12STATE**'s LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to **SBC-12STATE** for LIDB Service based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, **SBC-12STATE** will record usage information for CLEC's LIDB Service Queries terminating to **SBC-12STATE**'s LIDB. **SBC-12STATE** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB.
- 4.8 **SBC-12STATE** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to **SBC-12STATE**'s LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's

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CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by data owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above, PACIFIC will bill CLEC based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.
- 4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

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4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **PACIFIC** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **PACIFIC**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Appendix. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.
- 5.3 Proprietary information residing in **SBC-12STATE**'s LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:
 - 5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number
 - 5.3.2 PIN Number(s)
 - 5.3.3 Billed Number Screening (BNS) indicators
 - 5.3.4 Class of Service (also referred to as Service or Equipment)
 - 5.3.5 Reports on LIDB usage
 - 5.3.6 Information related to billing for LIDB usage
 - 5.3.7 LIDB usage statistics

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- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.
- 7.2 The remedies as set forth above in this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.4 SBC-12STATE is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide

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accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-12STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-12STATE's willful misconduct or gross negligence.

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- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-12STATE's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-12STATE, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-12STATE harmless from and defend and indemnify SBC-12STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to

EXHIBIT 1BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA/CUSTOMER

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enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to 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
PERFORMANCE MEASUREMENTS**

EXHIBIT 1

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APPENDIX FLORIDA PERFORMANCE MEASUREMENTS

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Performance Measurements

Upon a particular Commission's issuance of an order pertaining to Service Quality Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Service Quality Measurements as of the date specified by the Commission. Service Quality Measurements that have been ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

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Deleted: The Parties acknowledge that the Public Service Commission of Wisconsin ("Commission") in Case No. 6720-TI-160 adopted performance measurements and a remedy plan. The Parties also acknowledge that in Case No. 01-CV-011200 ("Stay Order"), the Wisconsin Circuit Court of Milwaukee County stayed the implementation of portions of the Order issued by the Commission.

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¶ Accordingly, CLEC and AM-WI agree that.¶

¶ 1.0 ., Expressly subject to Section 5.0, AM-WI shall implement the most current Performance Measurements and a Remedy Plan as approved by the Commission in Case No. 6720-TI-160 or any relevant successor docket, as well as the state-specific Business Rules developed in relation to such Performance Measurements and remedy plan on the earliest of the following dates: (a) the date when AM-WI voluntarily agrees to implement a Performance Measurement and Remedy Plan that is approved by the Commission, (b) the date when the Stay Order has been lifted, provided that a court of competent jurisdiction has not vacated or reversed the Commission's decision in Case No. 6720-TI-160 or (c) if a court of competent jurisdiction has reversed the Commission's decision in Case No. 6720-TI-160 and in conformance with such reversal order, the Commission has issued a new order addressing performance measurements or remedy plans is in effect ("Implementation Date").¶

¶ 2.0 . The Performance Measurements and Remedy Plan referred to herein, are not intended to create, modify or otherwise affect the Parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AM-WI is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere in other appendices to this Agreement.¶

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EXHIBIT 1

Accordingly, CLEC and AM-WI agree that:

1.0 Expressly subject to Section 5.0, AM-WI shall implement the most current Performance Measurements and a Remedy Plan as approved by the Commission in Case No. 6720-TI-160 or any relevant successor docket, as well as the state-specific Business Rules developed in relation to such Performance Measurements and remedy plan on the earliest of the following dates: (a) the date when AM-WI voluntarily agrees to implement a Performance Measurement and Remedy Plan that is approved by the Commission, (b) the date when the Stay Order has been lifted, provided that a court of competent jurisdiction has not vacated or reversed the Commission's decision in Case No. 6720-TI-160 or (c) if a court of competent jurisdiction has reversed the Commission's decision in Case No. 6720-TI-160 and in conformance with such reversal order, the Commission has issued a new order addressing performance measurements or remedy plans is in effect ("Implementation Date").

2.0 The Performance Measurements and Remedy Plan referred to herein, are not intended to create, modify or otherwise affect the Parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AM-WI is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere in other appendices to this Agreement.

3.0 In addition to the exclusions described in the Performance Measurement Remedy Plan and associated Business Rules, AM-WI shall not be obligated to pay remedies, liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to AM-WI's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

4.0 The Parties agree that Performance Measurements, Remedy Plan and Business Rules may be revised through the formal collaborative process between AM-WI and participating competitive local exchange companies established to resolve OSS and Performance Measurement issues ("Collaborative Process"). The Parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized, and on a going forward basis unless otherwise ordered by the Commission. In the event a Party disputes the adoption of a proposed revision in the Collaborative Process, the Party seeking such adoption may raise the issue with the Commission for resolution. Until a final Commission order resolving the issue is effective, the Parties agree to abide by the performance measures, Remedy Plan and Business Rules previously agreed to as posted on AM-WI's CLEC Online website. Nothing in this Appendix limits the rights of either Party to seek changes to Performance Measurements, Remedy Plan or Business Rules.

EXHIBIT 1

5.0 Each Party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from any Commission or court order in regard to Performance Measurements, Remedy Plan or Business Rules. AM-WI's compliance with and implementation of any such order shall not represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such Party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the Performance Measurements and Remedy Plan.

EXHIBIT 1

APPENDIX-PRICING

EXHIBIT 1

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EXHIBIT 1

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable AT&T owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate exhibits included in this Agreement are divided into the following four categories: Unbundled Network Elements (UNEs), Resale, Collocation and Local Interconnection. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 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 AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, AT&T means the applicable above listed ILEC doing business in Florida.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AT&T under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AT&T provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AT&T and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-WI shall not be required to provide CUSTOMER a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in the rate exhibits were established by the Commission. If during the Term the Commission or the FCC
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EXHIBIT 1

changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

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1.7 The geographically deaveraged zones for Florida found in the UNE rate exhibit can be found on the AT&T website at http://wholesale.att.com/reference_library/become_a_clec/deverage.html.

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1.8 For modifications of AT&T's plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the rate exhibits, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Collocation and Local Interconnection elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate exhibit. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

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2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T will round up to the next whole mile before determining the mileage and applying rates.

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3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all four (4) categories of rates.

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- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when CUSTOMER converts an End User currently receiving non-complex service from the AT&T network, without any changes to AT&T's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CUSTOMER shall pay a non-recurring charge when CUSTOMER adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CUSTOMER allowing other Telecommunications Carriers to use CUSTOMER's SS7 signaling network.
- 3.6 CUSTOMER shall pay a service order processing/administration charge for each service order submitted by CUSTOMER to AT&T to process a request for installation, disconnection, rearrangement, changes to or record orders for UNES and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the rate exhibits.

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5. BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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- Deleted:** The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST)¶
- Deleted:** General Principals for Stand Alone ULS¶
- Deleted:** Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.¶
- Deleted:** CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-WI End User service line, Resale service line, or any unbundled line (... [2])
- Deleted:** CLEC will pay the ULS usage charge for a centrex-like ULS inter (... [3])
- Deleted:** Notwithstanding anything to the contrary in Sections 4.2.2 and 4 (... [4])
- Deleted:** General Principles for ULS-IST Calls¶ (... [5])
- Deleted:** For all originating ULS-IST calls, the ULS-IST usage will apply (... [6])
- Deleted:** There will be no charges for terminating calls on a ULS-IST port (... [7])
- Deleted:** As described in the FCC Merger Conditions Appendix, a cre (... [8])

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The Parties further agree that this acknowledgement 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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For Loops:	
<u>Access Area:</u>	<u>Total Access Lines:</u>
	See: Tariff 20, Part 4, Section 2, Sheet 2
<i>A</i>	
	See: Tariff 20, Part 4, Section 2, Sheet 2
<i>B</i>	
	See: Tariff 20, Part 4, Section 2, Sheet 2
<i>C</i>	
For Unbundled Interoffice Transmission Facilities:	
<u>Rate Zone:</u>	<u>Total Access Lines:</u>
	See: FCC #2, Section 7, Subsection 7.7
<i>Zone 1</i>	
	See: FCC #2, Section 7, Subsection 7.7
<i>Zone 2</i>	
	See: FCC #2, Section 7, Subsection 7.7
<i>Zone 3</i>	

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CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a <u>AM-WI</u> End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.	

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CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.	

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Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, <u>AM-WI</u> will not bill a ULS usage charge for terminating Intra switch calls.	

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General Principles for ULS-IST Calls

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For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.	

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EXHIBIT 1

There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

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As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by AM-WI.

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EXHIBIT 1

AMENDMENT TO THE INTERCONNECTION AGREEMENT

BETWEEN
AT&T Florida
AND
CUSTOMER

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~~Deleted: From October 1, 2003 through December 31, 2003, the terminating intraLATA intrastate access rate for switched intrastate intraLATA toll service traffic and the originating access rate for switched toll-free intraLATA intrastate service in the State shall be~~

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~~Deleted: 's tariffed intraLATA intrastate switched access rate for such traffic in effect on the Effective Date of the Amendment less one-half of such intraLATA intrastate switched access rate. The parties agree that the appropriate rates derived by this formula are:
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.. Wisconsin: .. \$0.014613 per minute of use~~

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THIS AMENDMENT ("Amendment"), dated October 1, 2003 ("Effective Date"), is by and between BellSouth Telecommunications d/b/a AT&T Florida ("AT&T") and CUSTOMER ("CUSTOMER"). CUSTOMER and AT&T may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, AT&T and CUSTOMER are certificated local exchange carriers operating in the State of Florida ("State");

WHEREAS, AT&T and CUSTOMER have entered into an Interconnection Agreement, effective 10 days after commission approval, as may have been amended (the "Agreement"), pursuant to Section 251(c) of the Telecommunications Act of 1996, which establishes, among other things, the rates, terms and conditions for interconnection of their respective networks for the exchange of local telecommunications traffic between the Parties' respective networks;

WHEREAS, the Parties have agreed to modify the Agreement with respect to CUSTOMER's intrastate, intraLATA access rates;

WHEREAS, the Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights through January 1, 2005. Any inconsistencies between the provisions of this Amendment and other provisions of the current Agreement or future interconnection agreements described above will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

NOW THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

- Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
- CUSTOMER Intrastate Access Rates.** Notwithstanding anything contained herein to the contrary, in order for AT&T to receive the rates described below, the AT&T network must be directly interconnected with the CUSTOMER network and maintain minimum Volume Commitments as described below:

Volume Commitments

Minimum Total Intrastate, IntraLATA Toll Minutes of Use

Florida: 2 million minutes of use in the preceding six months

If AT&T meets the Minimum Total Intrastate, IntraLATA Toll Minutes of Use for the preceding six months, then AT&T shall be entitled to the access rates described below for the next six months. If AT&T fails to meet the Minimum Total Intrastate, IntraLATA Toll Minutes of Use, the Parties agree to renegotiate the rates for next six months. Total Intrastate, IntraLATA Toll Minutes of Use will be calculated on a semi-annual basis, in September and March of each year.

a.

EXHIBIT 1

b. ~~CUSTOMER~~ agrees that the rate ~~CUSTOMER~~ charges ~~AT&T~~ for terminating intraLATA intrastate access rate for switched intrastate intralATA toll service traffic and the originating access rate for switched toll-free intralATA intrastate service will mirror ~~AT&T's~~ ~~tariffed~~ access rate for switched intrastate traffic.

3. **Billing Records.** Although ~~AT&T~~ disputes any obligation to do so, in an effort to facilitate more accurate billing, ~~AT&T~~ agrees to post to the Performance Measurement and Analysis Platform (PMAP) website by the last calendar day of each month, ~~summary record detail~~ for UNE-P originated traffic destined for ~~CUSTOMER~~ in the state of Florida, (~~"Billing Records"~~). The format of such Billing Records shall be at ~~AT&T's~~ discretion but shall include, the following: state, company identifier, record type, volume and count. In the event ~~AT&T~~ provides such records to ~~CUSTOMER~~ by the 15th calendar day of the month, ~~CUSTOMER~~ shall credit ~~AT&T~~ for any such usage on the immediately following invoice. In the event ~~CUSTOMER~~ receives such information after the 15th calendar day of the month, ~~CUSTOMER~~ shall make every reasonable effort to credit ~~AT&T Florida~~ for such usage on the immediately following invoice. If, in ~~CUSTOMER's~~ reasonable opinion, the delayed receipt of such records makes it impossible for ~~CUSTOMER~~ to credit ~~AT&T~~ on the immediately following invoice, credit will be issued on the next succeeding invoice.

4. Except as specifically and expressly modified herein, all other terms and conditions of the underlying Agreement shall remain unchanged.

5. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving and each Party hereby expressly reserves any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). By entering into this amendment, neither party waives any right to contest any decision in or make any argument in any of the proceedings stated above, or in any proceedings related to the proceedings stated above. To the extent that court decisions or regulatory rulings materially change the law underlying this amendment, the parties agree to negotiate in good faith conforming amendments to bring this amendment into compliance with applicable law. In the event that the parties are unable to arrive at such a conforming agreement by mutual agreement, the dispute resolution provisions of the agreement may be invoked by either party to reach resolution of the issue.

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EXHIBIT 1

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

~~-----~~ ~~BellSouth Telecommunications, Inc., d/b/a AT&T Florida~~
~~By AT&T Operations, Inc., its authorized agent~~

~~Deleted: CUSTOMER~~

~~Deleted: Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent~~

THIS AMENDMENT IS PART OF THE INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

By: _____

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Name: _____
(Print or Type)

Name: _____
(Print or Type)

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Title: _____
(Print or Type)

Title: ~~Executive Director-Regulatory or current~~
signer's title

~~Deleted: ^{For} President – Industry Markets~~

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

EXHIBIT 1

**Deleted: AMENDMENT TO¶
INTERCONNECTION AGREEMENT¶
BY AND BETWEEN¶
WISCONSIN BELL, INC. d/b/a SBC
WISCONSIN¶
AND¶
CUSTOMER¶**
¶
¶
Whereas, Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and CUSTOMER ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on November 3, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and¶
¶
Whereas, on July 9, 2003, in its UNE Compliance Order in Docket 6720-T1-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;¶
¶
It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:¶
¶
<#>**Appendix UNE, Paragraph 2.9.1 is amended as follows:¶**
¶
Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect in its own discretion, provided that such routes, technologies, and facilities are non-discriminatory with respect to the way SBC-13STATE provides service to its own end users, affiliates or other carriers. SBC-13STATE will provide access to UNEs where technically feasible. SBC-IL shall not require CLEC to submit a BFR to gain access to UNEs available under the interim tariff filed by Ameritech Illinois in Docket No. 01-0614, which shall be superceded by the finally approved tariff ordered by the Commission in that docket. Neither Party waives any right to seek a stay or rehearing of the order approving the final tariffs, to appeal said order or to otherwise challenge the order through any lawful means. AM-WI shall not require CLEC to submit a BFR to gain access to UNEs it was ordered to make available by the Wisconsin Public Service Commission in "Final Decision Phase 1", Investigation into Ameritech Wisconsin Operational Support Systems issued in Docket No. 6720-T1-160 issued September 25, 2001. SBC-
Wisconsin will not require the BFR p (... [1]

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EXHIBIT 1

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Author

Amendment To

**INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
CUSTOMER**

Whereas, Wisconsin Bell, Inc.1 d/b/a SBC Wisconsin ("SBC Wisconsin") and CUSTOMER ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on November 3, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

Appendix UNE, Paragraph 2.9.1 is amended as follows:

Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect in its own discretion, provided that such routes, technologies, and facilities are non-discriminatory with respect to the way **SBC-13STATE** provides service to its own end users, affiliates or other carriers. **SBC-13STATE** will provide access to UNEs where technically feasible. **SBC-IL** shall not require CLEC to submit a BFR to gain access to UNEs available under the interim tariff filed by Ameritech Illinois in Docket No. 01-0614, which shall be superseded by the finally approved tariff ordered by the Commission in that docket. Neither Party waives any right to seek a stay or rehearing of the order approving the final tariffs, to appeal said order or to otherwise challenge the order through any lawful means. **AM-WI** shall not require CLEC to submit a BFR to gain access to UNEs it was ordered to make available by the Wisconsin Public Service Commission in "Final Decision Phase 1", Investigation into Ameritech Wisconsin Operational Support Systems issued in Docket No. 6720-TI-160 issued September 25, 2001. **SBC-Wisconsin** will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented. ("Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place.) Neither Party waives any right to seek a stay or rehearing of the order, to appeal the order or to otherwise challenge the order through any lawful means.

1 Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

EXHIBIT 1

2. Delete the current UNE price schedule and replace with the attached UNE price schedule. The rates listed in the UNE price schedule shall be implemented consistent with the WI UNE Compliance Order and CLEC's underlying Agreement.

3. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

4. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

6. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA decision* and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("*ISP Compensation Order*"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("*Illinois Law*"), except as otherwise explicitly provided by the CUSTOMER Amendment to Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions ("*Superseding Amendment*") for the time period from its effective date through May 31, 2004, as specifically set forth below. The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("*ICC*") apply the method and determine the rates ("*ICC Rates*"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. Rather, except as otherwise explicitly provided in the Superseding Amendment, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties acknowledge and agree that they previously entered into the Superseding Amendment, in which they waived certain rights they may have under the Intervening/Change in Law paragraph of the Agreement with respect to any reciprocal compensation, compensable traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are subject to the Superseding Amendment from the effective date of the Superseding Amendment through May 31, 2004. Notwithstanding anything to the contrary in the Agreement and this Amendment, and in addition to reserving their other rights, the Parties acknowledge and agree that Wisconsin Bell, Inc. has exercised its option to adopt the FCC ISP terminating compensation plan ("*FCC Plan*") in Wisconsin and that in entering into this Amendment, Wisconsin Bell, Inc. is reserving its right to seek conforming modifications to the Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into the Agreement, which shall apply between the Parties upon expiration of the Superseding Amendment. The Parties understand and agree that

EXHIBIT 1

effective June 1, 2004, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of June 1, 2004, the Parties agree that on or before September 4, 2003, they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under the Agreement as of June 1, 2004. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement

7. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

-----Page Break-----

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

CUSTOMER

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

Date: _____

EXHIBIT 1

FACILITIES-BASED OCN# _____

ACNA _____

EXHIBIT 1

**Deleted: WISCONSIN NETWORK
ELEMENT RATE AMENDMENT ¶
TO THE INTERCONNECTION AGREEMENT
UNDER¶**

**SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996¶**

¶
This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and CUSTOMER (CLEC).¶

¶
WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement"); ¶

¶
WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;¶

¶
WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;¶

¶
WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;¶

¶
WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established as a result of the UNE Compliance Order, the 187 Order and Category 3 Order; ¶

¶
WHEREAS, FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004) ("FCC Interim Order") affected the timing of certain unbundled rate changes and;¶

¶
WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in these various orders.¶

¶
NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:¶

¶
<#>INTRODUCTION¶

¶
1.1 . Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement. ... [1]

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EXHIBIT 1

EXHIBIT 1

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Author

WISCONSIN NETWORK ELEMENT RATE AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Wisconsin Network Element Rate Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and CUSTOMER (CLEC").

WHEREAS, SBC Wisconsin and CLEC are parties to an interconnection agreement that was previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, on July 9, 2003, the PSCW issued an order ("UNE Compliance Order") in Docket 6720-TI-161, that established a number of network element rates;

WHEREAS, the PSCW issued an order ("187 Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreement;

WHEREAS, on March 3, 2005, the PSCW issued an order ("Category 3 Order") in Docket 6720-TI-161, approving an IDLC conversion charge applicable to UNE loops that are included in the Agreement;

WHEREAS, provisions of the Agreement provide for the incorporation into the Agreement of new rates such as those established as a result of the UNE Compliance Order, the 187 Order and Category 3 Order;

WHEREAS, FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004) ("FCC Interim Order") affected the timing of certain unbundled rate changes and

WHEREAS, SBC Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in these various orders.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

EXHIBIT 1

- 2.1.1 Solely to conform the Agreement to effectuate certain rate changes, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 2.1.2 The new rates in Attachment A are those that shall apply as of March 11, 2005. However, the parties recognize that, in accordance with the Agreement, the UNE Compliance Order, the 187 Order and the Category 3 Order many of these rates have retroactive applicability and therefore, SBC Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. SBC Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames² and rate elements affected are described below:
- 2.1.2.1 Rate elements on DS1 Loops – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through March 10, 2005. Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSCW in the 187 Order took effect.
- 2.1.2.2 Rate elements on Loops with capacities less than DS1 – the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, applied from May 21, 2002 through October 12, 2004. The rates for these elements that were adopted by the PSCW in the 187 Order apply to the period following October 12, 2004.
- 2.1.2.3 IDLC conversion charge – this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the Category 3 Order, the IDLC conversion charge is \$0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLEC has an option to elect either Option 1 - a \$0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a \$0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If CLEC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. CLEC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if CLEC fails to make an election, CLEC will be assigned the default choice of Option 1. For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection – In accordance with the options described in section 2.1.2.3, CLEC hereby elects:

_____ Option 1 (\$0.16 charge for unlimited conversions)

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting CLEC") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

EXHIBIT 1

Option 2 (\$0.10 charge for a maximum of 15 conversions per 12 mos)

This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Wisconsin to negotiate and/or enter into such an amendment.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Section 2.1.2 of this Amendment, including any retroactivity discussed therein.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment solely addresses rates in Wisconsin. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order

EXHIBIT 1

on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Wisconsin or CLEC from taking any position with respect to the 187 Order or any other PSCW order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the 187 Order or any other PSCW order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

CUSTOMER

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Operations, Inc., its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

EXHIBIT 1

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¶
AMENDMENT-WISCONSIN UNE
RATES|WISCONSIN BELL, INC. .
PAGE 2 OF 4 ¶
SBC
WISCONSIN|CLEODUS|TELECOMMUNI
CATIONS SERVICES, INC. .
.071905 ¶

¶
Wisconsin will perform any necessary
true-up and issuing credits or bills, as
appropriate. SBC Wisconsin and CLEC
acknowledge that some of these rate
changes may have already been
incorporated into the Agreement by prior
amendment; however, for purposes of
completeness and convenience they are
described again herein, and this
Amendment shall supercede any such prior
amendment. To the extent a particular true-
up has already been completed, it will not be
performed again. The specific time frames²
and rate elements affected are described
below: ¶

2.1.2.1 - Rate elements on DS1 Loops - the
rates for these elements approved by the
PSCW in its .
. UNE Compliance Order, as modified by
the Category 3 Order, apply from May 21,
2002 .
- through March 10, 2005. Beginning
March 11, 2005, the FCC's stay on UNE
price .
. decreases, as described in the FCC
Interim Order, expired, and therefore the
DS1 rates .
. adopted by the PSCW in the 187 Order took
effect. ¶

2.1.2.2 - Rate elements on Loops with
capacities less than DS1 - the rates for
these elements .
. approved by the PSCW in its UNE
Compliance Order, as modified by the
Category 3 Order, .
. applied from May 21, 2002 through
October 12, 2004. The rates for these
elements that .
. were adopted by the PSCW in the 187 Order
apply to the period following October 12,
2004. ¶

2.1.2.3 - IDLC conversion charge - this
charge applies to each unbundled loop with a
capacity of less .
. than DS3 level. In accordance with the
Category 3 Order, the IDLC conversion
charge is .
. \$0.04 per loop per month from May 22,
2002 through December 31, 2004.
Beginning .
. January 1, 2005, CLEC has an option to
elect either Option 1 - a \$0.16 per loop per
month .
. charge for unlimited IDLC conversions or
Option 2 - a \$0.10 per loop per month charge
for a .
. maximum of fifteen (15) conversions in
each twelve (12) month period beginning
January 1, .
. 2005. If CLEC selects Option 2 and
requires more than fifteen IDLC conv(... [1])

EXHIBIT 1

AMEN
DMENT
-
WISCO
NSIN
UNE
RATESI
WISCO
NSIN
BELL
INC.

PAC

SBC
WISCONSINIMCL
EODUSATELECO
MMUNICATIONS
SERVICES, INC.

Wisconsin will perform any necessary true-up and issuing credits or bills, as appropriate. SBC Wisconsin and CLEC acknowledge that some of these rate changes may have already been incorporated into the Agreement by prior amendment; however, for purposes of completeness and convenience they are described again herein, and this Amendment shall supercede any such prior amendment. To the extent a particular true-up has already been completed, it will not be performed again. The specific time frames² and rate elements affected are described below:

2.1.2.1 Rate elements on DS1 Loops - the rates for these elements approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, apply from May 21, 2002 through March 10, 2005. Beginning March 11, 2005, the FCC's stay on UNE price decreases, as described in the FCC Interim Order, expired, and therefore the DS1 rates adopted by the PSCW in the 187 Order took effect.

2.1.2.2 Rate elements on Loops with capacities less than DS1 - the rates for these e
approved by the PSCW in its UNE Compliance Order, as modified by the Category 3 Order, applied from May 21, 2002 through October 12, 2004. The rates for these elements that were adopted by the PSCW in the 187 Order apply to the period following October 12, 2004.

2.1.2.3 IDLC conversion charge - this charge applies to each unbundled loop with a capacity of less than DS3 level. In accordance with the

EXHIBIT 1

Category 3 Order, the IDLC conversion charge is \$0.04 per loop per month from May 22, 2002 through December 31, 2004. Beginning January 1, 2005, CLEC has an option to elect either Option 1 - a \$0.16 per loop per month charge for unlimited IDLC conversions or Option 2 - a \$0.10 per loop per month charge for a maximum of fifteen (15) conversions in each twelve (12) month period beginning January 1, 2005. If CLEC selects Option 2 and requires more than fifteen IDLC conversions during one of the twelve month periods, additional conversions will be subject to additional charges on a non-recurring ICB basis. CLEC must select its rate by placing an "X" above one of the lines below. Once an election is made, it cannot be changed. In accordance with the Category 3 Order, if CLEC fails to make an election, CLEC will be assigned the default choice of Option 1. - For administrative convenience, the IDLC conversion charge will be added to the appropriate loop rate. It will not appear as a separate rate element on bills or invoices.

IDLC conversion selection - In accordance with the options described in section 2.1.2.3, CLEC hereby elects:

Option 1 (\$0.16 charge for unlimited conversions)

Option 2 (\$0.10 charge for a maximum of 15 conversions per 12 mos)

2.2 This Amendment is provided as a means by which SBC Wisconsin and CLEC, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the PSCW and FCC orders described herein. Nothing in this Amendment expands, contracts, or otherwise affects either SBC Wisconsin's or CLEC's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2.3 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) and listed in Attachment A to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such network elements as UNEs. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised

EXHIBIT 1

Amendment, if any), in the event that any other telecommunications carrier ('Adopting CLEC) should adopt, directly or indirectly, this Amendment or provisions thereof ('MFN Provisions') pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Wisconsin and the Adopting CLEC, following the date the PSCW approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ('Section 252(i) Effective Date'). In no event shall an Adopting CLEC be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

EXHIBIT 1

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¶
TO INTERCONNECTION AGREEMENT –
WISCONSIN¶
¶
By and Between¶
¶
WISCONSIN BELL, INC. D/B/A SBC
WISCONSIN¶
¶
and ¶
¶

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¶.The Interconnection Agreement ("the
Agreement") by and between Wisconsin Bell,
Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")
and

Deleted: CUSTOMER

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Deleted: ("CLEC") is hereby amended as
follows: ¶
¶
¶
<#>The Pricing Schedule – Wisconsin of the
Agreement is hereby amended to incorporate
the following non-recurring Loop Qualification
Process – Manual Rate to replace and
supersede the Loop qualification Process –
Manual Rate currently noted as "to be
determined" or "TBD" in the underlying
Agreement. ¶

Non-Recurring¶

¶
Loop Qualification Process – Manual Rate... ..\$
26.12¶

¶
(2) The Loop Qualification Process – Manual
Rate set forth in Paragraph 1 above shall
become effective between the Parties on
January 15, 2004 ("Rate Effective Date").¹
SBC Wisconsin will calculate and apply to
CLEC's bill any applicable credits or charges
due CLEC as a result of such pricing change
as of the Rate Effective Date; provided
however, the Parties agree that any billing
adjustments and payments made in
accordance with this Amendment are not
subject to SBC Wisconsin's obligations under
the Service Performance Measurements and
that liquidated damages shall not apply to any
adjustment or credits made in connection with
this Amendment and will not be included in or
affect any past, current or future performance
measurement results. ¶

¶
(3) The Parties acknowledge and agree that
this Amendment shall be filed with, and is
subject to approval by the Public Servi(... [1]

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EXHIBIT 1

Deleted: SBC WISCONSIN

Deleted: IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative. ¶

Deleted: CUSTOMER

EXHIBIT 1

("CLEC") is hereby amended as follows:

The Pricing Schedule – Wisconsin of the Agreement is hereby amended to incorporate the following non-recurring Loop Qualification Process – Manual Rate to replace and supersede the Loop qualification Process – Manual Rate currently noted as "to be determined" or "TBD" in the underlying Agreement.

	<u>Non-Recurring</u>
Loop Qualification Process – Manual Rate:	\$ 26.12

(2) The Loop Qualification Process – Manual Rate set forth in Paragraph 1 above shall become effective between the Parties on January 15, 2004 ("Rate Effective Date").¹ SBC Wisconsin will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change as of the Rate Effective Date; provided however, the Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to SBC Wisconsin's obligations under the Service Performance Measurements and that liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

(3) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin ("PSC-WI") and shall become effective ten (10) days following approval by such Commission, subject to Paragraph 2 above, and footnote 1 (when applicable).

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, will be coterminous with such Agreement.

(5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC

¹ Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC Wisconsin and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

EXHIBIT 1

Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"); provided, however, nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from June 1, 2003 through May 31, 2004. Notwithstanding anything to the contrary in this Agreement and this Amendment, and in addition to reserving their other rights, except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and incorporated rates, terms and conditions of the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement (except as otherwise provided in the Superseding Amendment during the term of that Amendment for the time period of June 1, 2003 through May 31, 2004). To the extent that **SBC-13STATE** has adopted or adopts the FCC Plan in an **SBC-13STATE** state in which this Agreement is effective, the Parties understand and agree that effective June 1, 2004, the day after expiration of the Parties' Superseding Amendment, all ISP-bound traffic shall be subject to the FCC Plan, which is incorporated herein by this reference, and which shall apply between the Parties for the remaining duration of the Agreement. Notwithstanding the automatic application of the FCC Plan to this Agreement as of June 1, 2004 in any **SBC-13STATE** state in which **SBC-13STATE** has adopted or adopts the FCC Plan, the Parties agree that on or before September 1, 2004, they shall commence negotiating the conforming language necessary to reflect the specific FCC Plan rates, terms and conditions that shall apply between the Parties under this Agreement as of June 1, 2004. The resulting conforming language shall reflect that as of June 1, 2004, the FCC Plan shall apply to ISP bound traffic for the remaining duration of the Agreement. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

EXHIBIT 1

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) between SBC Telecommunications, LLC. on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and CUSTOMER, and any and all affiliates, subsidiaries, successors and assigns which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut through December 31, 2005 (hereinafter, "CUSTOMER"), whether such Agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) "Most Favored Nation" (MFN) rights. ILECs and CUSTOMER may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, SBC ILECs and CUSTOMER entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into an Amendment to CUSTOMER Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Superseding Amendment") which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Superseding Amendment for the Term of this agreement subject to the following modifications.

WHEREAS, the Term of this Amendment ("Term") shall commence on the January 1, 2005 ("Effective Date") and shall continue until December 31, 2005. Thereafter, this Amendment will remain in full force and effect unless terminated by either Party by providing at least thirty (30) days' written notice to the other Party specifying the date it wishes to terminate this Amendment ("Termination Date.")

WHEREAS, the Parties wish to update and extend the Second Amendment by entering into this Further Amendment ;

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and CUSTOMER's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights (including intervening law rights asserted via written notice as to the Separate Agreement) relating to the following actions, which the Parties have not yet fully incorporated into this Amendment, the underlying ICAs or any future interconnection agreements or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the Term, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the Term, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that an MFN interconnection agreement often receives quicker state public utility commission ("PUC") approval than the negotiated Further Amendment which will be affixed to that interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying interconnection agreement, or the Termination Date, whichever is later so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date this Further Amendment is signed by CUSTOMER.

1.6 CUSTOMER hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment; provided, however, that if such other rates, terms, and conditions have been voluntarily agreed to by SBC ILEC across the thirteen-state region as a whole, CUSTOMER may exercise its rights under section 252(i) to obtain the rates, terms, and conditions in their entirety governing reciprocal compensation, POIs or trunking requirements to which SBC ILEC have agreed. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by CUSTOMER of all or a substantial portion of its assets, in which case CUSTOMER shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of CUSTOMER.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA decision*"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9,

1999) ("the Line Sharing Order"), and vacated and remanded the Line Sharing and UNE Remand Orders in accordance with the decision. In addition, the FCC adopted its Triennial Review Order on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al.*, 535 U.S. 467 (2002) (all collectively referred to as the "Orders"). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions ("Provisions") in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Sections 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties' current ICAs or any future interconnection agreement(s) to which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein) , POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further

Amendment in the event that SBC ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying Agreement, and may invoke such intervening law/change in law rights as to any provisions in the ICA or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to CUSTOMER under the terms of this Further Amendment shall not be construed as agreement or acquiescence by the SBC ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that SBC ILECs shall make payments for calls to ISPs to CUSTOMER pursuant to Sections 4, 5, and 6 herein during the term of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions CUSTOMER may lease facilities from SBC ILEC to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that CUSTOMER and SBC ILEC shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the term of this Further Amendment.

3.3. The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VOIP") traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through December 31, 2005. The Parties further agree that this Further Amendment shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 CUSTOMER will establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG). Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if CUSTOMER (at its sole option) establishes a POI either:

(i) at each access or local tandem in which tandem serving area CUSTOMER has established a working telephone number local to a rate center in that tandem serving area, and each end office where CUSTOMER maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where CUSTOMER has established a working telephone number local to that rate center.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, the Parties agree that this section is satisfied if, CUSTOMER (at its sole option), establishes a POI either:

(i) at each access or local tandem in which tandem serving area CUSTOMER has established a working telephone number local to a rate center in that tandem serving area, and each end office where CUSTOMER maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where CUSTOMER has established a working telephone number local to a rate center in that calling area.

(c) The Parties agree that the waivers contained in Section 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the term of this Amendment.

(d) CUSTOMER may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for CUSTOMER equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where CUSTOMER leases facilities from SBC ILECs to establish a POI, CUSTOMER shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 CUSTOMER agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at SBC ILECs' digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC ILECs agree to develop a cutover plan and project manage the cutovers with CUSTOMER participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this amendment, CUSTOMER will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. Subject to Section 4.6, if CUSTOMER has not established a POI required by Section 4.0, CUSTOMER shall not be entitled to reciprocal compensation for calls from that local calling area.

4.5 For new interconnections, CUSTOMER will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.6 Under no circumstances shall CUSTOMER have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, CUSTOMER will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where CUSTOMER provides service as of the date of execution of this Further Amendment. CUSTOMER will notify SBC ILEC of CUSTOMER's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for CUSTOMER. CUSTOMER and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent CUSTOMER from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) where CUSTOMER does not provide service as of the date of execution of this Amendment. CUSTOMER will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on CUSTOMER's ability to order and receive trunks in any given market.

4.9 In a blocking situation, CUSTOMER may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if CUSTOMER's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If CUSTOMER designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by CUSTOMER in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

5.2.3 In determining the Total Compensable Local Traffic, SBC ILECs-transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 The rates for SBC ILECs-transited MOUs will be governed by the interconnection agreement.

5.3 Subject to applicable confidentiality guidelines, SBC ILECs and CUSTOMER will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 SBC ILECs and CUSTOMER agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from January 1, 2005 up through and including December 31, 2005, Total Compensable Local Traffic as defined herein will be exchanged in all states at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose

network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2005, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

7.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs.

8.0 Intentionally Omitted.

CUSTOMER

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SC California, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas by SBC Telecommunications, LLC its authorized agent

THIS AMENDMENT IS PART OF THE PORTED INTERCONNECTION AGREEMENT TO FLORIDA

Signature: _____

Signature: _____

Name:

Name: _____

Title:

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

AECN/OCN: _____

EXHIBIT 1

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA
AND
CUSTOMER**

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This TRO/TRRO Amendment amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") and CUSTOMER ("CUSTOMER"). AT&T and are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Florida.

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WHEREAS, AT&T and are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated _____ (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective; and

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, on February 7, 2006, the Florida Public Service Commission rendered its decision in Docket No. 041269-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Decision); and

WHEREAS, on April 17, 2006, the Florida Public Service Commission issued its Second Order on Generic Proceeding in Docket No. 041269-TP Order No. PSC-06-0299-FOF-TP, Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Change of Law (Second Order), rendering decisions on the issues previously vacated; and

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WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, TRO Remand, and the aforementioned Florida Orders in Docket No. 041269-TP as set forth herein;

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NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

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0.1 Definitions. The following definitions are applicable to this Attachment.

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0.1.1 Building. For purposes of this Attachment, a "building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through

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EXHIBIT 1

which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Amendment. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

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0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

Deleted: or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address, (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway. ¶

0.1.3 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE)..

0.1.4 Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

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0.1.5 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than twenty-four (24) DS-0s.

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0.1.7 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.1.8 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.1.9 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

EXHIBIT 1

- 0.1.11 Business Lines. For purposes of this Amendment, a Business Line is, as defined in 47 C.F.R. § 51.5, an AT&T-owned switched access line used to serve a business customer, whether by AT&T itself or by a CUSTOMER that leases the line from the AT&T. The number of business lines in a wire center shall equal the sum of all AT&T business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with AT&T end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines."
- 0.1.12 Embedded Base. Embedded Base used as a term in this Amendment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CUSTOMER had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Amendment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CUSTOMER had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A "DS1 Loop" may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops described in Section 1 above, DS1 Loops include provisioned HDSL loops and the associated electronics whether configured as HDSL-2-wire or HDSL-4-wire loops. In accordance with Rule 51.319(a)(4), a DS1 Loop is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 Fiber-Based Collocator. For purposes of this Amendment, a fiber-based collocator is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an AT&T wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the AT&T wire center premises; and (3) is owned by a party other than the AT&T or any affiliate of the AT&T, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term "affiliate" is defined by 47 U.S.C. §153(1) and any relevant interpretation of this Title.
- 0.1.15 DS3 Loop. DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.

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- 0.1.16 Dedicated Transport. Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) is defined as AT&T transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to
- 0.1.17 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more Telecommunications Services or facilities, that CUSTOMER has obtained at wholesale from AT&T, or the combining of a UNE, or a combination of UNEs, with one or more wholesale Telecommunications Services or such wholesale facilities. "Commingle" means the act of commingling. CUSTOMER must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services.
- 0.1.18 "Commingled Arrangement" means the arrangement created by Commingling.
- 0.1.19 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Intentionally Left Blank.
- 0.1.21 "Commission" means the Florida Public Service Commission.
- 0.1.22 "Route" is as defined in Section 0.1.16 of this Amendment, and as modified by Sections 1 (ii) and (9) below.
- 0.1.23 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 1.0 **TRO-Declassified Elements** Pursuant to the TRO, nothing in the Agreement requires AT&T to provide to CUSTOMER any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:
- (i) intentionally left blank;
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops) To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) line sharing, except as grandfathered as provided by the TRO;
 - (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
 - (viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (ix) packet switching, including routers and DSLAMs;
 - (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops, including without limitation, xDSL-capable line

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Deleted: Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC Wisconsin wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with

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¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CUSTOMERS as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

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cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities

- (xi) fiber-to-the-home loops and fiber-to-the-curb loops

1.2 Cessation of TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CUSTOMER under the Agreement. Accordingly, upon the Amendment Effective Date, CUSTOMER will cease new orders for TRO Affected Element(s).

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1.3 Except to the extent expressly provided otherwise in this Amendment, CUSTOMER may not maintain UNEs or combinations of UNEs that are no longer offered pursuant to this Agreement (collectively called "Arrangements"). In the event AT&T determines that CUSTOMER has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide CUSTOMER with thirty (30) calendar days written notice to disconnect or convert such Arrangements. Those circuits identified by CUSTOMER within such thirty (30) day period shall be subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If CUSTOMER fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services. Those circuits identified and transitioned by AT&T shall be subject to all applicable UNE disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

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1.3 . In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC Wisconsin and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements: ¶

¶
1.3.1 . With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC Wisconsin will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified TRO Facility"). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Ele...

2.0 TRO Remand-Declassified Elements - Mass Market Unbundled Local Switching and UNE-P. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.

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2.1 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, AT&T shall continue to provide access to CUSTOMER's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CUSTOMER before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

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- (a) CUSTOMER's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (b) CUSTOMER's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

AT&T's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2 shall be on an "as is" basis, except that CUSTOMER may continue to submit orders to add,

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change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

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2.1.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Amendment, and subject to this Section 2, and subject to the conditions set forth in Section 2.1.1.1 below, AT&T shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

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2.1.1.1 The Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

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2.2 **Transitional Pricing for Embedded Base.** Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CUSTOMER obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CUSTOMER shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

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i. Regardless of the execution or effective date of this Amendment or the underlying Agreement, CUSTOMER will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

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ii. CUSTOMER shall be fully liable to AT&T to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

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2.3 **End of Transitional Period.** CUSTOMER will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

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3.0 **TRO Remand-Declassified - Loop-Transport Elements.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CUSTOMER is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

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Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

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DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

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Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

3.1 **Transitional Provision of Embedded Base.** As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, AT&T shall continue to provide access to CUSTOMER's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected

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Loop-Transport Elements ordered by CUSTOMER before March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

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- (a) CUSTOMER's disconnection or other discontinuance of use of one or more of the Affected Element(s);
- (b) CUSTOMER's transition of an Affected Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber.

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AT&T's transitional provision of embedded base Affected Element(s) under this Section 3.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, AT&T may, without further notice or liability, cease providing the Affected Element(s).

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3.2 **Transitional Pricing for Embedded Base.** Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CUSTOMER paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), plus 15%. These rates shall be as set forth in UNE Rates Exhibit B to this Amendment and this Section 3.2.

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3.2.1 Regardless of the execution or effective date of this Amendment or the underlying Agreement, CUSTOMER will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

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3.2.2 CUSTOMER shall be fully liable to AT&T to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

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3.3 End of Transitional Period. CUSTOMER will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 3.1(c), above). For Dark Fiber Affected Elements, CUSTOMER will remove all CUSTOMER services from such Dark Fiber Affected Elements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

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1.8 3.3.1 Where AT&T is no longer required to provide Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CUSTOMER shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available. With respect to Dark Fiber Loops and Dark Fiber Transport, CUSTOMER shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

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3.3.1.1 AT&T will complete CUSTOMER transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CUSTOMER is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CUSTOMER shall coordinate such conversions. CUSTOMER is responsible for ensuring that it submits timely orders in order to complete the transition by the end of the applicable transition period in an orderly manner.

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4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on wholesale.att.com, designates those wire centers that, in accordance with Commission orders, met the FCC's established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as UNEs. Additionally, from March 11, 2005 through December 29 2006, the MIAMFLAE, MIAMFLHL, and GSVLFLMA wire centers were unimpaired for DS3 loops, the FTLDFLCY, FTLDFLJA, FTLDFLA, FTLDFLPL, HLWDFLPE, MIAMFLPB, MIAMFLWM, ORLDFLPH, PMBHFLFE, PMBHFLMA, PNSCFBL and WPBHFLAN wire centers were Tier 1 wire centers, and the MIAMFLCA, MIAMFLSO and WPBHFLLE wire centers were Tier 2 wire centers in the State of Florida. Upon the effective date of this Agreement, CUSTOMER may not place new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers set forth on the Master List of Unimpaired Wire Centers.

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Self-Certification. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, CUSTOMER shall undertake a reasonably diligent inquiry to determine whether CUSTOMER is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, CUSTOMER self-certifies that to the best of CUSTOMER's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in the wire centers set forth on the Master List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon CUSTOMER's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill CUSTOMER the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) calendar days following a decision finding in AT&T's favor, CUSTOMER shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

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The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T may add the wire center to the list of designated wire centers and the Parties will use the following process:

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- 4.1.1.1 AT&T may update the wire center list as changes occur.
- 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CUSTOMER via Accessible Letter and by a posting on CUSTOMER Online.
- 4.1.1.3 AT&T will continue to accept CUSTOMER orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CUSTOMER self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 4.1.1.4 In the event the CUSTOMER disagrees with AT&T's determination and CUSTOMER has 30 calendar days from the issuance of the Accessible Letter to dispute AT&T's determination regarding the wire center by providing a self-certification to AT&T.
- 4.1.1.5 If the CUSTOMER does not use the self-certification process described in this Section 4.0 of this Amendment to self-certify against AT&T's wire center designation within 30 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire

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center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CUSTOMER may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

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- 4.1.1.6 If the CUSTOMER does provide self-certification to dispute AT&T's designation determination within 30 calendar days of the issuance of the Accessible Letter, AT&T may dispute CUSTOMER's self-certification as described in Sections 4.1.3 and 4.1.4 of this Amendment and AT&T will accept and provision the applicable loop and transport orders for the CUSTOMER providing the self certification during a dispute resolution process.
- 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the Commission has previously determined, in any proceeding, even if CUSTOMER was not a party to that proceeding where appropriate notice has been provided to the CUSTOMER and where CUSTOMER has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CUSTOMER shall not request-DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. SBC CUSTOMER Online shall be uploaded to indicate that the wire center was the subject of an Commission determination. If a CUSTOMER withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T's designations.
- 4.1.3 In the state of Wisconsin, if it desires to do so, AT&T can dispute the self-certification and associated CUSTOMER orders for facilities pursuant to the following procedures: AT&T will notify the CUSTOMER of its intent to dispute the CUSTOMER's self-certification within 30 days of the CUSTOMER's self-certification or within 30 days of the effective date of this amendment, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of the CUSTOMER's self-certification or within 60 days of the effective date of this amendment, whichever is later. AT&T will notify CUSTOMERs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CUSTOMERs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., within 60 days of the CUSTOMER's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CUSTOMER's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CUSTOMER of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CUSTOMER self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1 of this Amendment. During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CUSTOMER at the rates in the Pricing Appendix to the Agreement. If the CUSTOMER withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CUSTOMER was not entitled to the provisioned DS1/DS3 Loops

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or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CUSTOMER for the affected loop or transport shall be subject to true-up as follows:

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4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial TRRO transition period described in Section 3.2 of this Amendment, CUSTOMER will provide true-up based on the FCC transitional rate described in Section 3.2 of this Amendment. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after SBC's notice of non-impairment. The transitional rate will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is earlier. If CUSTOMER failed to submit spreadsheets identifying all of its embedded base and excess loop and transport facilities to be either disconnected or converted to other AT&T services by March 10, 2006, AT&T will identify CUSTOMER's remaining embedded base and excess loop and transport facilities and transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

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4.1.4 In the event of a dispute following CUSTOMER's Self-Certification, upon request by the Commission or CUSTOMER, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

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4.2 The provisions of Section 3.2.2 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CUSTOMER's customer's service, and all applicable charges shall apply. Cross-connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

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4.3 AT&T will process CUSTOMER orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CUSTOMER; however, CUSTOMER is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

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4.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended

4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CUSTOMER has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 of this Amendment above, and if CUSTOMER and AT&T have failed to reach agreement under Section 3.2.2.4 of this Amendment above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to

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an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

5.0 Commingling and Commingled Arrangements.

5.1 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more Telecommunications Services or facilities that CUSTOMER has obtained at wholesale from AT&T, or the combining of a UNE, or a combination of UNEs, with one or more wholesale Telecommunications Services or such wholesale facilities. “Commingled” means the act of commingling. CUSTOMER must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services

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5.2 Subject to the limitations set forth elsewhere in this Amendment, AT&T shall not deny access to a UNE or a combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such facility or service obtained from AT&T; or 2) shares part of AT&T’s network with access services or inputs for mobile wireless services and/or inter-exchange services.

5.3 Unless otherwise agreed to by the parties, the UNE portion of a commingled circuit will be billed at the rates set forth in UNE Rates Exhibit B and the remainder of the circuit or service will be billed in accordance with AT&T’s tariffed rates or rates set forth in that separate agreement between the Parties.

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5.4 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or the tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

5.5 AT&T shall permit CUSTOMER to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in the Section 5.5, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by AT&T in the future in Florida, AT&T shall make such Commingled Arrangements available in Florida as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Florida. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CUSTOMER Online, and updated when new Commingling Arrangements are made available. The following AT&T Commingled Arrangements have been posted to CUSTOMER Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

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- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility #
- ix. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility #
- x. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xi. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

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Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.5.1 To the extent that AT&T requires the CUSTOMER to submit orders for the Commingling Arrangements included in 5.5 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.5.2 For any Commingling Arrangement the CUSTOMER desires that is not included in Section 5.5 of this Attachment, or subsequently established by AT&T, CUSTOMER shall request any such desired Commingling Arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, AT&T will work with the CUSTOMER to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.
- 5.6 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, AT&T shall permit CUSTOMER to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CUSTOMER or third parties, including, without limitation, those Commingled Arrangements consistent with Section 5.0 of this Attachment.
- 5.7 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CUSTOMER to a third-party's collocation arrangement upon being presented with documentation that the CUSTOMER has authorization from the third party to connect loops. In addition, ILEC will, upon request, connect an EEL leased by CUSTOMER to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CUSTOMER collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.8 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CUSTOMER has obtained at wholesale from AT&T (as well as requests where CUSTOMER also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) AT&T's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CUSTOMER may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.
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5.9 AT&T shall only charge CUSTOMER the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CUSTOMER has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

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5.10 When CUSTOMER purchases Commingled Arrangements from AT&T, AT&T shall charge CUSTOMER element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

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5.12 Notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

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5.13 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CUSTOMER to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from AT&T.

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6.0 EELs.

6.1 AT&T agrees to make available to CUSTOMER Enhanced Extended Links ("EELs") on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CUSTOMER seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CUSTOMER's underlying Agreement.

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6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE loop must be accessed by CUSTOMER at such a collocation arrangement via a cross-connect unless the EEL is Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or

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EXHIBIT 1

- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

- 6.3 AT&T shall make Low Capacity EELs available to CUSTOMER without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CUSTOMER satisfies the following service Eligibility Criteria:

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- 6.3.1 CUSTOMER (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CUSTOMER certifies that it has the necessary processes and procedures in place to certify that it will meet the EELS Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CUSTOMER has received sufficient state certifications to satisfy these criteria. CUSTOMER hereby agrees that by submitting an order to AT&T for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CUSTOMER is certifying that it meets and will continue to meet the requirements of Section 6 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification and certification-by-order shall not diminish or otherwise affect CUSTOMER's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 6.

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- 6.3.1.1 Anything to the contrary in this Section notwithstanding, CUSTOMER shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

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- 6.3.1.1.1 This method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

- 6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 must have at least 28 local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CUSTOMER will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

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6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or

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(B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CUSTOMER interconnection agreement.

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(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CUSTOMER will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer's premises served by the Arrangement.

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6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CUSTOMER must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CUSTOMER shall be permitted to self-certify its compliance with the Eligibility Criteria by providing AT&T notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CUSTOMER's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL.

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6.3.7 AT&T may audit CUSTOMER's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CUSTOMER's compliance in Wisconsin with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CUSTOMER's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for Wisconsin, subject to Section 6.3.7.4 of this Section.

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6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CUSTOMER, identifying examples of particular High-Cap EELS for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CUSTOMER is non-compliant. Such Notice of Audit will be delivered to CUSTOMER with supporting documentation no

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less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.

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6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CUSTOMER's compliance with the Eligibility Criteria. The independent auditor's report will conclude whether CUSTOMER complied in all material respects with the Eligibility Criteria.

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6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

6.3.7.4 AT&T shall provide CUSTOMER with a copy of the independent auditor's report within 2 business days from the date of receipt. If the auditor's report concludes that CUSTOMER failed to comply with the Eligibility Criteria for a High-Cap EEL, CUSTOMER must true-up any difference in payments paid to AT&T and the rates and charges CUSTOMER would have owed AT&T beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CUSTOMER shall submit orders to AT&T to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CUSTOMER receives a copy of the auditor's report and CUSTOMER shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T's acceptance of such order, unless CUSTOMER disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. With respect to any noncompliant High-Cap EEL for which CUSTOMER fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CUSTOMER. If converted, CUSTOMER must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CUSTOMER's customer's service or degradation in service quality in the case of conversion. Following conversion, CUSTOMER shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which CUSTOMER does not meet the Eligibility Criteria set forth in this section 6 for that High-Cap EEL. Furthermore, if CUSTOMER disputes the auditor's finding and initiates a proceeding at the Commission and if the Commission upholds the auditor's finding, the disputed amounts shall be paid to AT&T within sixty (60) days of the Commission ruling and AT&T shall retain any disputed amounts already paid by CUSTOMER.

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6.3.7.5 If the auditor's report concludes that CUSTOMER failed to comply, in all material respects with the EELs Eligibility Criteria, CUSTOMER will reimburse AT&T for 100% of the cost of the independent auditor. All costs of the independent auditor for which AT&T seeks reimbursement shall be commercially reasonable. The CUSTOMER reimbursement in

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this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CUSTOMER complied with the Eligibility Criteria for all High-Cap EELS that were audited, AT&T must reimburse CUSTOMER for all of its reasonable costs associated with the audit.

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6.3.7.7 CUSTOMER will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CUSTOMER will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.

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6.3.7.8 AT&T can seek an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report; and, (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CUSTOMER, but in any event not prior to the date the circuit was established.

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6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELS

6.4.1 With respect to an EEL, CUSTOMER will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CUSTOMER provides to AT&T from CUSTOMER's collocation arrangement.

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6.4.2 AT&T will perform all maintenance functions on EELS during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

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6.4.3 EELS may utilize multiplexing capabilities. The High Cap EEL may be obtained by CUSTOMER if available and if CUSTOMER meets all Eligibility Criteria set forth in this Section 6.0.

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6.5 Other than the Eligibility Criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CUSTOMER seeks to offer.

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7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 AT&T shall make available to CUSTOMER (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop ("HFPL") in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).

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7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CUSTOMER began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CUSTOMER began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CUSTOMER's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CUSTOMER's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CUSTOMER to provide xDSL-based service to any New End-Users that CUSTOMER began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CUSTOMER must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement. Intentionally Left Blank

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8.0 Routine Network Modifications

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used by CUSTOMER where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

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8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. AT&T is not obligated to perform such activities for CUSTOMER.

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8.1.5 RNM will be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement. AT&T shall provide routine network modifications at the rates, terms and conditions set out in UNE Rates Exhibit A. AT&T shall impose charges for routine network modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring or and non-recurring charges. If AT&T does not normally provide such RNM for its own customers, and has not recovered the costs of such RNM in the rates set forth in UNE Rates Exhibit A, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from CUSTOMER, AT&T will perform the RNM.

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EXHIBIT 1

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

8.2.1 SBC Wisconsin shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CUSTOMER where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC Wisconsin shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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8.2.2 A routine network modification is an activity that SBC Wisconsin regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC Wisconsin is not obligated to perform the above stated activities for CUSTOMER. However, when CUSTOMER purchases Dark Fiber, SBC Wisconsin shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

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9.0 Entrance Facilities and Interconnection Facilities.

9.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CUSTOMER's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CUSTOMER shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CUSTOMER must within 30 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

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9.2 Notwithstanding Section 15.1, AT&T is required to provide access to facilities that CUSTOMER requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

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10.0 General Terms.

10.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

10.2 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

10.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10.4 This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall become effective ten (10) days following approval by such Commission.

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- 10.5 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 10.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 10.7 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 10.8 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
- 10.9 This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
- 10.10 The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
- 10.11 Reservation of Rights. The terms of this Amendment, and the fact that the parties agreed to the terms of this Amendment, may not be used against either party in any subsequent 251/252 arbitration in Florida (excluding any future arbitration or proceeding to enforce the terms and conditions of this Amendment) or in any 251/252 arbitration in another state. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

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EXHIBIT 1

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by the Parties, signing by and through their duly authorized representatives

CUSTOMER

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

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THIS AMENDMENT IS PART OF THE INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

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EXHIBIT 1

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1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC Wisconsin and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC Wisconsin will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified TRO Facility"). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Elements.

1.3.2 For any Identified TRO Facility that SBC Wisconsin provides notice, SBC Wisconsin shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC Wisconsin pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either (i) request disconnection; (ii) submit a request for analogous access service; or (iii) identify and request another alternative service arrangement.

1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a "record order" transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. SBC Wisconsin will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Wisconsin shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC Wisconsin and CLEC shall coordinate such conversions.

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EXHIBIT 1

Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC Wisconsin have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC Wisconsin will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

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SBC Wisconsin has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. SBC Wisconsin's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC Wisconsin will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0 of this Amendment.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the SBC Wisconsin wire center non-impairment designation, the CLEC will provide a self-certification to SBC Wisconsin identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC Wisconsin as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC Wisconsin claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC Wisconsin. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC Wisconsin shall provision the requested facilities in accordance with CLEC's order and within SBC Wisconsin's standard ordering interval applicable to such facilities. If SBC Wisconsin in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0 of this Amendment, SBC Wisconsin will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

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, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC Wisconsin	

EXHIBIT 1

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA AND CUSTOMER

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BellSouth Telecommunications, Inc. d/b/a AT&T Florida, as the Incumbent Local Exchange Carrier in Florida, (hereafter, "AT&T") CUSTOMER as a Competitive Local Exchange Carrier in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with AT&T in Florida ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan) ("Amendment"). CLEC is also referred to as a "LEC."

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1.0 Scope of Amendment

- 1.1 AT&T made an offer to all telecommunications carriers in the state of Florida (the "Offer") to exchange traffic under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in its Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between AT&T and . Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

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2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 AT&T and hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.

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2.2 Compensation Rate Schedule

- 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.6. In addition, the amount and the types of traffic compensable under this amendment, at the rates set forth in this amendment, are subject to the growth caps in Section 2.3 and the new market restrictions in Section 2.4. The growth caps set forth in section 2.3, and the new market restrictions set forth in section 2.4, are applicable from the Effective Date set forth in Section 1.1 of this Amendment through October 8, 2004.
- 2.2.2 The Parties agree to compensate each other for the transport and termination ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

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2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, and AT&T agree to cap overall compensable Florida ISP-bound Traffic minutes of use based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which was entitled to compensation under its Florida Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
January 1, 2004 through October 8, 2004	Year 2002 compensable ISP-bound minutes
October 9, 2004 and beyond	No cap

Notwithstanding anything contrary herein, in Calendar Year 2004, and AT&T agree that ISP-Bound Traffic exchanged between and AT&T that exceeds Year 2002 compensable ISP-bound minutes during the period from January 1, 2004 through October 8, 2004 shall be subject to a Bill and Keep arrangement.

2.3.2 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, ISP-bound Traffic minutes that exceed the applied growth cap will be subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network.

2.3.3 ISP traffic exchanged between CUSTOMER and AT&T after October 8, 2004, shall not be subject to a growth cap for the remainder of this agreement.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 For the period beginning with the Effective Date set forth in Section 1.1 through October 8, 2004, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CUSTOMER and AT&T for all Florida LATAs in which CUSTOMER and AT&T had not previously exchanged ISP-bound Traffic prior to April 18, 2001.

2.5 Segregation of Traffic for Billing

2.5.1 Wherever Bill and Keep is the traffic termination arrangement between CUSTOMER and AT&T up to and including October 8, 2004, both Parties shall segregate the traffic that is subject to a Bill and Keep arrangement from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.6 Limitation of Applicability of Growth Caps and new Market Restrictions

2.6.1 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic up to and including October 8, 2004, and does not include Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.7 ISP-bound Traffic Rebuttable Presumption

2.7.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CUSTOMER and AT&T agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between CUSTOMER and AT&T exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means

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approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, CUSTOMER and AT&T will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

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3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and AT&T over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

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4.0 Miscellaneous

- 4.1 This Amendment will be effective on the Effective Date contingent upon any necessary commission approval; provided however, the rates, terms and conditions relating to all ISP-Bound Traffic, and the rates, terms and conditions relating to all Section 251(b)(5) shall apply on the Effective Date.
- 4.2 To the extent that compensation for intercarrier traffic on or after June 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after June 1, 2003.
- 4.3 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.5 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.6 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA*

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v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CUSTOMER's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T's right to exercise its option at any time to adopt on a date specified by AT&T the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

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EXHIBIT 1

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IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2007, by AT&T, signing by and through its duly authorized representative, and CUSTOMER, signing by and through its duly authorized representative.

Deleted: 2005
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Deleted: CARRIER

CUSTOMER

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

Deleted: Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations Inc. its authorized agent

THIS AMENDMENT IS PART OF THE INTERCONNECTION AGREEMENT PORTED TO FLORIDA

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Signature: _____
Name: _____
(Print or Type)

Signature: _____
Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: Director

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Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

EXHIBIT 1

AMENDMENT TO INTERCONNECTION AGREEMENT BY AND BETWEEN WISCONSIN BELL, INC. d/b/a SBC WISCONSIN AND CUSTOMER

On _____, 2005, CUSTOMER ("Carrier") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the Interconnection Agreement, as amended, between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and customer. Upon approval by the Public Service Commission of Wisconsin, the agreement so requested by CUSTOMER became the Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between SBC Wisconsin and CUSTOMER.

- (1) The Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP*

EXHIBIT 1

Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC Wisconsin has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Wisconsin's right to exercise its option at any time to adopt on a date specified by SBC Wisconsin the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (5) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

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EXHIBIT 1

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CUSTOMER

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent

THIS AMENDMENT IS PART OF THE INTERCONNECTION AGREEMENT PORTED TO FLORIDA

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP - Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

EXHIBIT 1

CUSTOMER

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DS3 6720-T1-161/WISCONSIN BELL, INC.
PAGE 1 OF 3
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AMENDMENT
TO INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T
WISCONSIN
AND
CUSTOMER

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T
Wisconsin ("AT&T Wisconsin") and
CUSTOMER ("CLEC") (collectively, the
"Parties") previously entered into an
Agreement relating to local interconnection
("Agreement"), which permits the Parties to
mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE
Compliance Order in Docket 6720-T1-161 ("WI
UNE Compliance Order"), the Public Service
Commission of Wisconsin ("PSC-WI") directed
AT&T Wisconsin to amend its Interconnection
Agreements to incorporate the PSC-WI's
determinations for DS1 and DS3 rate
structures;

WHEREAS, AT&T Wisconsin and CLEC wish
to ensure that their Agreement accurately
reflects the network element rate changes
described in the WI UNE Compliance Order;

It is therefore agreed in consideration of the
mutual promises contained herein that the
Agreement is amended as follows;

<#>INTRODUCTION

1.1 . Unless otherwise defined herein,
capitalized terms shall have the meanings
assigned to such terms in the Agreement.

1.2 . To the extent there is a conflict or
inconsistency between the provisions of this
Amendment and the provisions of the
Agreement (including all incorporated or
accompanying Appendices, Addenda and
Exhibits to the Agreement), the provisions of
this Amendment shall control and apply but
only to the extent of such conflict or
inconsistency.

<#>AMENDMENT TO THE AGREEMENT

2.1 . The Agreement is hereby amended by
referencing and incorporating the following:

<#>To conform the Agreement to effectuate
certain non recurring DS1 and DS3 str... [1]

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Page 1: [1] Deleted**Author**

Amendment
To Interconnection Agreement

**BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
CUSTOMER**

WHEREAS, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (“AT&T Wisconsin”) and CUSTOMER (“CLEC”) (collectively, the “Parties”) previously entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on July 9, 2003, in its UNE Compliance Order in Docket 6720-TI-161 (“WI UNE Compliance Order”), the Public Service Commission of Wisconsin (“PSC-WI”) directed AT&T Wisconsin to amend its Interconnection Agreements to incorporate the PSC-WI’s determinations for DS1 and DS3 rate structures;

WHEREAS, AT&T Wisconsin and CLEC wish to ensure that their Agreement accurately reflects the network element rate changes described in the WI UNE Compliance Order.

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by referencing and incorporating the following:

To conform the Agreement to effectuate certain non recurring DS1 and DS3 structure changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporated herein).

To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSC-WI under Section 252(e) of the Act or, absent such PSC-WI approval, the date this Amendment is filed under Section 252(e)(4) of the Act (“Amendment Effective Date”).

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSC-WI's UNE Compliance Order, and solely addresses non-recurring DS1 and DS3 rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al/v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 This Amendment does not in any way prohibit, limit, or otherwise affect either AT&T Wisconsin or CLEC from taking any position with respect to the UNE Compliance Order or any other PSC-WI order or FCC Orders or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the UNE Compliance Order or any other PSC-WI order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

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In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

EXHIBIT 1

CUSTOMER

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Project & Service Management

Date: _____

Date: _____

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EXHIBIT 1

AMENDMENT – PSC-WI DS1 DS3 6720-T1-161/WISCONSIN BELL, INC.

PAGE 1 OF 3

AT&T WISCONSIN/CUSTOMER

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