GENERAL TERMS AND CONDITIONS

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THIS AGREEMENT is made by and between the AT&T Inc. owned ILEC referred to as Illinois Bell Telephone Company d/b/a AT&T Illinois, ("AT&T"), and Cygnus Telecommunications Corporation ("Cygnus"), an Illinois Corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or Cygnus or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin; and

WHEREAS, Cygnus is or seeks to become a Telecommunications Carrier authorized to provide Telecommunications Services in the state of Illinois; and

WHEREAS, Cygnus wishes to resell AT&T's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

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

WHEREAS, AT&T notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the Agreement (to the extent applicable); and

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

WHEREAS, the amendments attached to this Agreement have been sequentially numbered, regardless of whether signed or unsigned, and carry the effective date of the Agreement unless otherwise stated; and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail; and

WHEREAS, all of the rates**,** recitals**,** terms and conditions ("Provisions") set forth in the Agreement (including any and all attachments, appendices, recitals, and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

NOW THEREFORE, in consideration of the mutual agreements contained herein, AT&T and Cygnus agree as follows:

The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

Definitions Terms used in this Agreement shall have the meanings specified below, or as defined in the Act, or if neither of the foregoing apply, then they shall have their ordinary meanings.

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten (10) percent.

AT&T-22STATE is defined as the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

AT&T-21STATE is defined as the AT&T-owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

AT&T-13STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

AT&T-12STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

AT&T-10STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

AT&T-8STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

AT&T-7STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

AT&T-4STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

AT&T ALABAMA is defined as the AT&T-owned ILEC doing business in Alabama.

AT&T ARKANSAS is defined as the AT&T-owned ILEC doing business in Arkansas.

AT&T CALIFORNIA is defined as the AT&T-owned ILEC doing business in California.

AT&T CONNECTICUT is defined as the AT&T-owned ILEC doing business in Connecticut.

AT&T FLORIDA is defined as the AT&T-owned ILEC doing business in Florida.

AT&T GEORGIA is defined as the AT&T-owned ILEC doing business in Georgia.

AT&T ILLINOIS is defined as the AT&T-owned ILEC doing business in Illinois.

AT&T INDIANA is defined as the AT&T-owned ILEC doing business in Indiana.

AT&T KANSAS is defined as the AT&T-owned ILEC doing business in Kansas.

AT&T KENTUCKY is defined as the AT&T-owned ILEC doing business in Kentucky.

AT&T LOUISIANA is defined as the AT&T-owned ILEC doing business in Louisiana.

AT&T MICHIGAN is defined as the AT&T-owned ILEC doing business in Michigan.

AT&T MIDWEST REGION 5-STATE is defined as the AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

AT&T MISSISSIPPI is defined as the AT&T-owned ILEC doing business in Mississippi.

AT&T MISSOURI is defined as the AT&T-owned ILEC doing business in Missouri.

AT&T NEVADA is defined as the AT&T-owned ILEC doing business in Nevada.

AT&T NORTH CAROLINA is defined as the AT&T-owned ILEC doing business in North Carolina.

AT&T OHIO is defined as the AT&T-owned ILEC doing business in Ohio.

AT&T OKLAHOMA is defined as the AT&T-owned ILEC doing business in Oklahoma.

AT&T SOUTH CAROLINA is defined as the AT&T-owned ILEC doing business in South Carolina.

AT&T SOUTHEAST REGION 9-STATE is defined as the AT&T-owned ILECS doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

AT&T SOUTHWEST REGION 5-STATE is defined as the AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

AT&T TENNESSEE is defined as the AT&T-owned ILEC doing business in Tennessee.

AT&T TEXAS is defined as the AT&T-owned ILEC doing business in Texas.

AT&T WEST REGION 2-STATE is defined as the AT&T-owned ILEC(s) doing business in California and Nevada.

AT&T WISCONSIN is defined as the AT&T-owned ILEC doing business in Wisconsin.

Commission is defined as the appropriate regulatory agency in each state of AT&T's twenty-two-state region (Alabama, Arkansas, California, Connecticut, Florida, Georgia, Indiana, Illinois,

Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.

Customer means the purchaser of a Telecommunication Service**.**

Customer of Record means the entity responsible for placing application for Service; requesting additions, rearrangements, maintenance or discontinuance of Service; payment in full of charges incurred for Services such as nonrecurring (NRC) or monthly recurring (MRC).

Day is defined to mean calendar day, unless otherwise expressly noted.

Deposit means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by AT&T.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. Future amendments for rate changes will also be effective ten (10) calendar days after the Commission approves the Amendment under Section 252(e) of the Act or, absent such Commission approval, the date the Amendment is deemed approved under Section 252(e)(4) of the Act.

End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

National Holiday means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.

New Services means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

Resale means an activity wherein a certificated CLEC, such as Cygnus, subscribes to the telecommunications services of AT&T and then offers those telecommunications services to the public.

Services means all services provided under this Agreement (individually referred to as the “Service” or collectively as the “Services.”)

Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

"Except as expressly provided for in this Agreement, the use of the terms "end user" and "customer" shall not be construed or interpreted to limit those types of customers to which Cygnus may sell services in accordance with Applicable Law. In no event may Cygnus or its customers use UNEs for the exclusive provision of mobile wireless services or interexchange services."

1 Certification

Each Party has a continuing obligation to comply with state and federal certification requirements and will provide documentation of such compliance upon request.

To the extent Cygnus is not certified as a Telecommunications Carrier in each state covered by this Agreement as of the execution hereof, Cygnus will notify and provide AT&T in writing Cygnus's Telecommunications Carrier certification when Cygnus becomes certified to operate in any other state covered by this Agreement. Upon such notification, AT&T will file this Agreement with the appropriate Commission for approval.

2 Term of the Agreement

2.1 The term of this Agreement shall begin on the Effective Date and expire on November 4, 2009, and shall apply to the AT&T territory in the state of Illinois.

2.2 The Parties agree that by no later than two hundred seventy (270) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3 If, within one hundred and thirty-five (135) calendar days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.

2.4 Notwithstanding the foregoing and except as set forth in Section 2.4.1 below, if, as of the date of the expiration of this Agreement and extension of this Agreement pending replacement with a subsequent agreement, the Parties are not actively negotiating pursuant to Sections 251 and 252 of the Act for a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that AT&T terminates this Agreement as provided above, AT&T shall continue to offer services to, and accept orders from, Cygnus pursuant to AT&T's then current standard interconnection agreement or Cygnus may exercise its rights under Section 252(i) of the Act. In the event that AT&T's standard interconnection agreement becomes effective as between the Parties or Cygnus adopts another agreement pursuant

to Section 252(i) of the Act, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

2.4.1 If a Subsequent Agreement is being negotiated in accordance with Sections 251 and 252 of the Act, but negotiations are not completed, or if an arbitration proceeding has been filed in accordance with Section 252 of the Act, and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended and amendments can be negotiated to it until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Unless provided otherwise in this Agreement, neither Party shall refuse to provide services to the other Party or to accept orders from the other Party during the good faith negotiation of the Subsequent Agreement or during the transition from this Agreement to the Subsequent Agreement or AT&T's standard interconnection agreement.

3 Nondiscriminatory Access

3.1 When Cygnus purchases Telecommunications Services from AT&T pursuant to Attachment 1 of this Agreement for the purposes of resale to customers, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that AT&T provides to its Affiliates, subsidiaries and customers. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by AT&T to Cygnus shall be at least equal in quality to that which AT&T provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of AT&T and the network of Cygnus shall be at a level that is equal to that which AT&T provides itself, a subsidiary, an Affiliate, or any other party.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

4.1 Subpoenas Directed to AT&T. Where AT&T provides resold services or local switching for Cygnus, AT&T shall respond to subpoenas and court ordered requests delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to Cygnus customers. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for Cygnus customers for the same length of time it maintains such information for its own customers.

4.2 Subpoenas Directed to Cygnus. Where AT&T is providing to Cygnus Telecommunications Services for resale or providing to Cygnus the local switching function, then Cygnus agrees that in those cases where Cygnus receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cygnus customers, and where Cygnus does not have the requested information, Cygnus will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with 6.1 above.

4.3 In all other instances, where either Party receives a request for information involving the other Party's customers, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

5 Liability and Indemnification

5.1 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another Telecommunications company providing services to the other Party.

5.2 Except for any indemnification obligations of the Parties hereunder, and except in cases of the provisioning Party's gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

5.3 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

5.4 Neither AT&T nor Cygnus shall be liable for damages to the other Party's terminal location, equipment or customers premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

5.5 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

5.6 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

5.7 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the customers of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

5.8 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Agreement, such Party (the "Indemnified Party") shall provide written notice within a commercially reasonable timeframe to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense.

The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Agreement for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

5.9 Disclaimer. EXCEPT AS OTHERWISE PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

5.10 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Nothing contained in this section 5.10 will allow either Party to circumvent the Dispute Resolution provisions set forth in Section 8 below.

6 Intellectual Property Rights and Indemnification

6.1 No License. Except for limited licenses, to the extent necessary for the Parties to use the facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s). The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any

facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.2 obtain a license sufficient to allow such use to continue.

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

7 Proprietary and Confidential Information

7.1 Proprietary and Confidential Information. It may be necessary for AT&T and Cygnus, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such

oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend. All usage records, customer-specific information (including, but not limited to local service requests, requests for customer service records, and maintenance and repair requests), and Customer Proprietary Network Information ("CPNI"), as that term is defined by the Act and the FCC, also shall be Information without being marked or separately identified as confidential. The Information described in the previous sentence shall be referred to herein as "Customer Information".

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any more copies of the Information inspected by it than are reasonably necessary for Recipient's authorized use.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith, or if required by a law, a court, or government agency; provided that Discloser has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to obtain a protective order. Recipient shall comply with any protective order that covers the Information.

7.4.1 AT&T shall use Cygnus's Customer Information only for the purpose of providing service to Cygnus and shall not provide such Information to AT&T's retail sales and marketing personnel.

7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement.

8 Resolution of Disputes

8.1 Except as otherwise stated in this Agreement, the Parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this

Agreement, may be taken to the Commission for resolution. However, each Party reserves the rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

9.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

9.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

9.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

9.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

9.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and

against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

9.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

9.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

9.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. If a purchasing Party disagrees with a providing Party's determination with respect to taxes, the purchasing party may pursue the dispute resolution provisions of this Agreement.

9.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

9.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

9.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

9.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

9.4.8 Each Party will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services it provides to its own customers.

9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10 Force Majeure

10.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Cygnus, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Condition"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. In the event of such Force Majeure Condition, the Party so affected shall perform its obligations at a performance level no less than that which it performs for itself during Force Majeure Conditions and shall proceed in its performance in a nondiscriminatory manner.

11 Adoption of Agreements

11.1 Pursuant to 47 USC 252 (i) and 47 CFR 51.809, AT&T shall make available to Cygnus any entire Interconnection Agreement filed and approved pursuant to 47 USC 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Cygnus or AT&T to perform any material terms of this Agreement, Cygnus or AT&T may, on thirty (30) calendar days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) calendar days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

12.4 The Parties intend that any additional Services negotiated pursuant to 47 USC 251 and 252 and agreed to by the Parties will be incorporated into this Agreement by amendment.

13 Non-waiver of Legal Rights

13.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

14 Severability

14.1 If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect; provided, however, that in the event such invalid provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate replacement provision(s) to restore as much as possible the original intent of the Parties.

15 Waivers

15.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof, or a course of dealing between the Parties**,** shall in no way be construed to be a waiver of such provisions or options with regard to future performance, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

16 Governing Law

16.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

17 Assignments

17.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cygnus, the assignee must provide evidence of Commission certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, the assigning Party shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning Party pays all undisputed bills, past due and current, owed to the other Party under this Agreement and remains liable for any disputed bills resolved in AT&T's favor and any billing that occurs after the assignment date, for charges incurred prior to the assignment date (subject to the Billing Dispute provisions herein) or (2) the assigning Party's assignee expressly assumes liability for payment of such bills.

18 Notices

18.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement (except for invoices and payment of invoices) shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, addressed to:

AT&T

AT&T Contract Management - Notices Manager
Four AT&T Plaza
311 S. Akard, 9th Floor
Dallas, TX 75202

Cygnus

To: Cygnus Telecommunications Corporation
Eric Hiller, President
81 N. Chicago Street
Joliet, IL 60432
Email: ehiller@swan.net
Phone: 815-478-9666
Fax: 510-866-8418

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

18.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered the fifth (5th) calendar day, or next business day after the fifth (5th) calendar day, after it was deposited in the mails.

18.3 AT&T will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to AT&T's website, and any other information of general applicability to CLECs, and should follow intervals according to the change control process in place.

19 Rule of Construction

19.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

20 Headings of No Force or Effect

20.1 The headings of Articles and Sections of this Agreement 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 Agreement.

21 Multiple Counterparts

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

22 Filing of Agreement

22.1 Upon execution of this Agreement, AT&T shall file it with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, AT&T shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by AT&T. Notwithstanding the foregoing unless Cygnus has previously provided AT&T with its certification for a state covered by this Agreement, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Cygnus is duly certified as a Telecommunications Carrier in such state, except as otherwise required by a Commission.

23 Compliance with Applicable Law

23.1 Each Party shall comply at its own expense with all applicable federal, state and local statutes, laws, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations expressly provided under this Agreement ("Applicable Law"). This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under Applicable Law. Any reference to the Parties' complying with Applicable Law, or applicable FCC and Commission rules and orders may explain, but is not intended to expand, the obligations of the Parties as set forth herein.

24 Necessary Approvals

24.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

25 Good Faith Performance

25.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

26 Nonexclusive Dealings

26.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Cygnus as a requesting carrier under the Act).

27 Intentionally left blank

28 Survival

28.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29 Entire Agreement

29.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 29.3 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to

constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date unless ordered otherwise by the Commission, FCC or other entity with jurisdictional authority.

29.2 Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Cygnus acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

29.3 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
AT&T Disaster Recovery Plan
Bona Fide Request

30 Miscellaneous

30.1 In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, if such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the conflict shall be resolved in favor of this Agreement.

30.2. If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate of the obligated Party, the obligated Party nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliates. No subcontractor or Affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

30.3. Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Nothing contained in this Agreement shall be deemed to constitute the Parties as partners, joint venturers, or associates.

30.4. The Services provided under this Agreement are unique. As such, either Party may seek specific performance as a remedy.

30.5. AT&T shall post on its web site any AT&T interconnection agreement between AT&T and any third party no later than ten (10) calendar days after such agreement becomes effective.

30.6. AT&T shall make available to Cygnus fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. To the extent separate charges apply for such features, the charges will be as set forth in this Agreement or will be negotiated between the Parties and added to this Agreement via an Amendment at such time as Cygnus requests the features.

30.7. Both Parties shall work cooperatively to comply with all legal or regulatory requirements related to number recording devices, including, for example, orders related to trap and trace and wire taps.

30.8. Unless otherwise indicated, all time periods described in days in this Agreement shall refer to calendar days.

30.9. Unless the context clearly indicates otherwise, words described in this Agreement should be construed to have the meanings given here. The word "shall" is used in this Agreement to mean, "has a duty to." The word "may" is used in this Agreement to mean, "is permitted to." The word "will" is used in this Agreement to denote a future event. The word "must" is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

31 Changes in End User Local Exchange Service Provider Selection

31.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170), and any applicable state regulation and in the case of **AT&T CONNECTICUT** only, tariff obligations. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

31.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local Exchange Service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of Attachment 07 – Operations Support Systems (OSS) restricting access to CPNI in order to immediately provide service to such End User.

31.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **AT&T** is free to reclaim the 251(c)(3) UNE facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

31.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including **AT&T**, **AT&T** shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. **AT&T** will notify CLEC that such a request has been processed after the disconnect order has been completed.

31.5 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local Exchange Service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an

unauthorized change in local Exchange Service at the request of the FCC or the applicable state Commission.

ATTACHMENT 1

RESALE

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RESALE

1. DISCOUNT RATES

1.1 The discount rates applied to Cygnus purchases of AT&T Telecommunications Services for the purpose of resale shall be as set forth in Appendix Pricing. Such discounts have been determined by the applicable Commission to reflect the costs avoided by AT&T when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by Cygnus for the purposes of resale to Cygnus's customers shall be available at AT&T's tariffed rates less the discount set forth in Appendix Pricing to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. GENERAL PROVISIONS

2.1 Resale shall include all Telecommunications Services offered by AT&T to parties other than telecommunications carriers, on a retail basis consistent with Section 251 (c)(4)(A) of the Act and 47 CFR 51.607(b), regardless of the particular tariff or other method by which such Telecommunications Services are offered.

2.1.1 When Cygnus provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

2.2 Cygnus may purchase resale services from AT&T for its own use in operating its business. The resale discount will apply to those services under the following conditions:

2.2.1 Cygnus must resell services to other customers.

2.2.2 Cygnus cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

2.3 Cygnus will be the customer of record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from Cygnus for said services.

2.4 Cygnus will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the customers except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

2.5 AT&T will continue to bill the customers for any services that the customers specifies it wishes to receive directly from AT&T. AT&T will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with customers of Cygnus. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

2.5.1 When a customers of Cygnus or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the customer's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the customer's requested service as set forth in the most recent version of the AT&T Local Ordering Handbook

(LOH) found on the AT&T CLEC online website. If the customer has a local service freeze (LSF), AT&T will not migrate the customer back or to another carrier until the customer has authorized the lifting of the LSF.

2.5.2 AT&T and Cygnus will refrain from contacting a customer who has placed or whose selected carrier has placed on the customer's behalf an order to change the customer's service provider from AT&T or Cygnus to the other Party until such time that the order for service has been completed.

2.6 Current telephone numbers may normally be retained by the customers and are assigned to the service furnished. However, neither Party nor the customers has a property right to the telephone number or any other call number designation associated with services furnished by AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.

2.7 Where AT&T provides resold services to Cygnus, AT&T will provide Cygnus with access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Cygnus acknowledges that its use of such numbers shall be in accordance with the appropriate FCC rules and regulations. Cygnus acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Cygnus shall return unused intermediate telephone numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.

2.8 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

2.9 Service will be discontinued, in accordance with AT&T tariffs applicable to the service, if any law enforcement agency advises that the service being used is in violation of the law.

2.10 AT&T can refuse service, in accordance with AT&T tariffs applicable to the service, when it has grounds to believe that service will be used in violation of the law.

2.11 AT&T will cooperate with law enforcement agencies with subpoenas and court orders relating to Cygnus's customers, pursuant to Section 6 of the General Terms and Conditions.

2.13 If appropriate Cygnus personnel have actual knowledge that one of its customers is utilizing a AT&T resold Telecommunication Service in a manner that is not consistent with the terms and conditions of the tariff applicable to such service, Cygnus will take corrective action within thirty (30) calendar days. Facilities and/or equipment utilized by AT&T to provide service to Cygnus remain the property of AT&T.

2.14 White page directory listings for Cygnus customers will be provided in accordance with Section 7 of Attachment 6 of the General Terms and Conditions.

2.15 Service Ordering and Operational Support Systems (OSS)

2.15.1 Cygnus must order services through resale interfaces, i.e., the Local Service Center (LSC) and/or appropriate Local Service Specialists pursuant to this Agreement. AT&T has developed and made available the interactive interfaces by which Cygnus may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by AT&T.

2.15.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Appendix Pricing to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (fax) will incur a manual order charge as set forth in Appendix Pricing to this Agreement.

2.15.3 Denial/Restoral OSS Charge. In the event Cygnus provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

2.15.4 Cancellation OSS Charge. Cygnus will incur an OSS charge for an accepted LSR that is later canceled.

2.16 Where available to AT&T's customers, AT&T shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Message Waiting Indicator, stutter dial tone and message waiting light feature capabilities
- Call Forward Busy Line
- Call Forward Don't Answer

Further, AT&T messaging services set forth in AT&T's Message Resource Guide is made available pursuant to an optional, stand-alone Agreement for the Provision of Voice Mail Services

2.17 Intentionally left blank.

2.18 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T via an optional stand-alone Agreement for the Provision of Voice Mail Services.

2.19 AT&T shall provide 911/E911 for Cygnus customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate Cygnus customer information to the PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Cygnus customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

2.20 AT&T shall bill, and Cygnus shall pay, the customer's line charge associated with implementing Number Portability as set forth in AT&T's FCC tariff. This charge is not subject to the wholesale discount.

2.21 Pursuant to 47 CFR Section 51.617, AT&T shall bill to Cygnus, and Cygnus shall pay, the customers common line charges identical to the customers common line charges AT&T bills its customers.

2.22 Cygnus shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

3. AT&T'S PROVISION OF SERVICES TO CYGNUS

3.1 Resale of AT&T services shall be as follows:

3.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

3.1.2 The resale of Telecommunication Services shall be limited to customers and uses conforming to the class of service restrictions.

3.1.3 AT&T reserves the right to periodically audit, through a third party independent auditor, services purchased by Cygnus to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Cygnus shall make any and all records and data, pertaining to a customer's class of service, available to AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said audit. Any information provided by Cygnus for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

3.2 Subject to the Pricing Schedule hereto, resold services can only be used in the same manner as specified in AT&T's Tariffs, catalogs and/or service guides. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual customer of AT&T in the appropriate section of AT&T's Tariffs catalogs and/or service guides. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

3.3 Cygnus may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

3.4 If Cygnus cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with the applicable AT&T tariff.

3.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

3.5.1 AT&T will in some instances provision resold services in accordance with the applicable AT&T state tariff and/or catalog jointly with an Independent Company or other Competitive Local Exchange Carrier.

3.5.2 When Cygnus assumes responsibility for such service; all terms and conditions defined in an applicable tariff will apply for services provided within the AT&T service area only.

3.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Cygnus.

3.5.4 Cygnus must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming a customer's account where such circumstances apply.

4. MAINTENANCE OF SERVICES

4.1 Services resold pursuant to this Attachment and AT&T's applicable state tariff and/or catalog and facilities and equipment provided by AT&T shall be maintained by AT&T.

4.2 Cygnus or its customers may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.

4.3 Cygnus accepts responsibility to notify AT&T of situations that arise that may result in a service problem.

4.4 Cygnus will contact the appropriate repair centers in accordance with procedures established by AT&T.

4.5 AT&T will bill Cygnus for handling troubles that are found not to be in AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what AT&T charges to its retail customers for the same services.

4.6 AT&T may need to contact Cygnus's customers, if deemed necessary, for trouble and repair. If such contact occurs it must comply with Applicable Law.

5. ESTABLISHMENT OF SERVICE

5.1 Establishment of an account for Resale will be done according to the terms of Section 1.2 of Attachment 7 of this Agreement.

5.2 Cygnus shall provide to AT&T a blanket letter of authorization (LOA) certifying that Cygnus will have customer authorization prior to viewing the customer's customer service record or switching the customer's service. AT&T will not require customer confirmation prior to establishing service for Cygnus's customers.

5.3 AT&T will accept a request directly from the customers for conversion of the customer's service from Cygnus to AT&T or will accept a request from another CLEC for conversion of the customer's service from Cygnus to such other CLEC. Upon completion of the conversion AT&T will notify Cygnus that such conversion has been completed.

6. DISCONTINUANCE OF SERVICE

6.1 The procedures for discontinuing service to a customer are as follows:

6.1.1 AT&T will deny service to Cygnus's customers on behalf of, and at the request of, Cygnus. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Cygnus.

6.1.2 At the request of Cygnus, AT&T will disconnect a Cygnus customer.

6.1.3 All requests by Cygnus for denial or disconnection of a customer for nonpayment must be submitted to AT&T via Local Service Request (LSR).

6.1.4 Cygnus will be made solely responsible for notifying the customers of the proposed disconnection of the service.

6.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise Cygnus when it is determined that annoyance calls are originated from one of its customer's locations. AT&T shall be indemnified, defended and held harmless by Cygnus and/or the customers against any claim, loss or damage arising from providing this information to Cygnus. It is the responsibility of Cygnus to take the corrective action necessary with its customers who make annoying calls. AT&T shall provide the same level of Annoyance Call Center service to Cygnus as AT&T provides to its own customers.

7. OPERATOR SERVICES (OPERATOR CALL PROCESSING AND DIRECTORY ASSISTANCE)

Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

7.1 Upon request for AT&T Operator Call Processing, AT&T shall:

7.1.1 Process 0+ and 0- dialed local calls

7.1.2 Process 0+ and 0- intraLATA toll calls.

7.1.3 Process calls that are billed to Cygnus customer’s calling card that can be validated by AT&T.

7.1.4 Process person-to-person calls.

7.1.5 Process collect calls.

7.1.6 Provide the capability for callers to bill a third party and shall also process such calls.

7.1.7 Process station-to-station calls.

7.1.8 Process Busy Line Verify and Emergency Line Interrupt requests.

7.1.9 Process emergency call trace originated by Public Safety Answering Points.

7.1.10 Process operator-assisted directory assistance calls.

7.1.11 Adhere to equal access requirements, providing Cygnus local customers the same IXC access that AT&T provides its own operator service.

7.1.12 Exercise at least the same level of fraud control in providing Operator Service to Cygnus that AT&T provides for its own operator service.

7.1.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

7.1.14 Direct customer account and other similar inquiries to the customer service center designated by Cygnus.

7.1.15 Provide call records to Cygnus in accordance with ODUF standards.

7.1.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

7.2 <u>Directory Assistance Service</u>

7.2.1 Directory Assistance Service provides local and non-local customers telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

7.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Cygnus's customers. AT&T shall provide caller-optional directory assistance call completion service at rates set forth in AT&T's the Resale Rate Exhibit and/or Appendix Pricing to one of the provided listings.

7.3 Directory Assistance Service Updates

7.3.1 AT&T shall update customers listings changes daily. These changes include:

7.3.2 New customers connections

7.3.3 Customers disconnections

7.3.4 Customers address changes

7.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

7.4. Intentionally Left Blank.

8. LINE INFORMATION DATABASE (LIDB)

8.1 AT&T will store in its Line Information Database (LIDB) records relating to service only in the AT&T region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

8.2 Intentionally Left Blank.

9. RAO HOSTING

9.1 RAO Hosting is not required for resale in the AT&T region.

10. DAILY USAGE FILE (DUF)

10.1 The Daily Usage File (DUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for DUF are as set forth in Appendix Pricing of this Attachment.

10.2. AT&T will provide DUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

	Type of Service	IL		IN		MI		OH		WI	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	No	No	No	No	No	No	No	No	No	No
4	Lifeline/Link Up Services	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge – Number Portability	No	No	No	No	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	No
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No	No	No	No	No

Applicable Notes:

1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion, had it been provided by AT&T directly.
3. **AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering.** AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
4. Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
5. Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. DEFINITIONS (FROM ADDENDUM)

A. Billing number - a number used by AT&T for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by AT&T that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by AT&T in connection with a resold local exchange service.

D. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Cygnus.

E. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

F. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to AT&T by Cygnus for originating line numbers.

G. Account Owner - name of the local exchange telecommunications company that is providing dial tone on a subscriber line.

II. GENERAL

A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of Cygnus and pursuant to which AT&T, its LIDB customers and Cygnus shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Cygnus's provision of billing number information to AT&T for inclusion in AT&T's LIDB. Cygnus understands that AT&T provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Cygnus, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Cygnus's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. AT&T will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   AT&T is authorized to use the billing number information to determine whether Cygnus has identified the billing number as one that should not be billed for collect or third number calls.

2. Intentionally left blank.

3. OLNS

AT&T is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Cygnus from which a call originates.

4. Intentionally left blank.

5. Fraud Control

AT&T will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in AT&T's LIDB, provided that such information is included in the LIDB query. AT&T will establish fraud alert thresholds and will notify Cygnus of fraud alerts so that Cygnus may take action it deems appropriate.

III. RESPONSIBILITIES OF THE PARTIES

A. Cygnus will administer all data stored in the LIDB, including the data provided by Cygnus pursuant to this Agreement, in the same manner as AT&T's data for AT&T's customers. AT&T shall not be responsible to Cygnus for any lost revenue that may result from AT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by AT&T in its sole discretion from time to time.

B. Billing and Collection Customers

AT&T currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query AT&T's LIDB to determine whether to accept various billing options from customers. Until such time as AT&T implements in its LIDB and its supporting systems the means to differentiate Cygnus's data from AT&T's data, the following shall apply:

(1) AT&T will identify Cygnus customers originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Cygnus is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their customers.

(2) AT&T shall have no obligation to become involved in any disputes between Cygnus and B&C Customers. AT&T will not issue adjustments for charges billed on behalf of any B&C Customer to Cygnus. It shall be the responsibility of Cygnus and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. FEES FOR SERVICE AND TAXES

A. Cygnus will not be charged a fee for storage services provided by AT&T to Cygnus, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on AT&T's income) determined by AT&T or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Cygnus in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

DAILY USAGE FILE

1. AT&T will provide the Daily Usage File (DUF) service to Cygnus pursuant to the terms and conditions set forth in this section and in accordance with the DUF implementation requirements documentation for each AT&T-owned ILEC posted on the AT&T CLEC Online website.

2. Cygnus shall furnish all relevant information required by AT&T for the provision of the DUF. To establish file transmission for the Daily Usage File, CLEC must provide to AT&T a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.

3. The DUF feed will contain billable messages that were carried over the AT&T Network and processed in the AT&T Billing System, but billed to a Cygnus customer.

4. Charges for DUF will appear on Cygnus's monthly bills. The charges are as set forth in the Resale Rate Exhibit and/or Appendix Pricing. DUF charges are billed once a month for the previous month's usage. Cygnus will be billed at the DUF rates that are in effect at the end of the previous month.

5. The DUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each AT&T-owned ILEC.

5.1 Messages that error in Cygnus's billing system will be the responsibility of Cygnus. If, however, Cygnus should encounter significant volumes of errored messages that prevent processing by Cygnus within its systems, AT&T will work with Cygnus to determine the source of the errors and the appropriate resolution.

6. The following specifications shall apply to the DUF feed.

6.1 <u>DUF Message to be Transmitted</u>

6.1.1 The following messages recorded by AT&T will be transmitted to Cygnus:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in AT&T and from other companies) can also be on DUF. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 AT&T will perform duplicate record checks on records processed to DUF. Any duplicate messages detected will be deleted and not sent to Cygnus.

6.1.4 In the event that Cygnus detects a duplicate on DUF they receive from AT&T, Cygnus will drop the duplicate message and will not return the duplicate to AT&T).

6.2 DUF Physical File Characteristics

6.2.1 The DUF will be distributed to Cygnus via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The DUF feed will be a variable block format. Procedures and processes for implementing the interfaces with AT&T will be included in implementation requirements documentation. The data on the DUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between AT&T and Cygnus for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Cygnus will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. Cygnus will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Cygnus. Additionally, all message toll charges associated with the use of the dial circuit by Cygnus will be the responsibility of Cygnus. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Cygnus end for the purpose of data transmission will be the responsibility of Cygnus.

6.2.3 If Cygnus utilizes Secure File Transfer Protocol (FTP) for data file transmission; purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Cygnus.

6.3 DUF Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Cygnus which AT&T RAO is sending the message. AT&T and Cygnus will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by Cygnus and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 DUF Pack Rejection

6.4.1 Cygnus will notify AT&T within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Cygnus will not be required to return the

actual rejected data to AT&T. Rejected packs will be corrected and retransmitted to Cygnus by AT&T.

6.5 DUF Control Data

Cygnus will send one confirmation record per pack that is received from AT&T. This confirmation record will indicate Cygnus received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Cygnus for reasons stated in the above section.

6.6 DUF Testing

6.6.1 Upon request from Cygnus, AT&T shall send test files to Cygnus for the DUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, AT&T shall request that Cygnus set up a production (live) file. The live test may consist of Cygnus's employees making test calls for the types of services Cygnus requests on the DUF. These test calls are logged by Cygnus, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

ILLINOIS BELL
TELEPHONE COMPANY d/b/a
ATT ILLINOIS
Rates
January 4, 2006

RESALE							
	See ILL.C.C. No. 20 Tariff Part 22						
Line Connection Charge							
Residence					NA		
Business					NA		
Service Order/Service Request Charge							
Residence					$18.85		
Business					$14.12		
Non-Electronic (Manual) Service Order Charge							
Residence					$24.19		
Business					$17.17		
RESALE / Other						Recurring	Non-Recurring
Directory Assistance / Operator Services							
Local Directory Assistance						21.46%	N/A
Local Operator Assistance Service						21.46%	N/A
National Directory Assistance (NDA), per call						$0.65	N/A
Reverse Directory Assistance (RDA), per call						$0.65	N/A
Business Category Search (BCS), per call						$0.65	N/A
Directory Assistance Call Completion (DACC), per call						$0.15	N/A
OS/DA Automated Call Greeting and References / Rates							
Branding - Other - Initial/Subsequent Load, per switch							$1,800.00
Branding and Reference/Rate Look Up, per OS/DA call						$0.03	N/A
Rate Reference - Initial Load, per state, per OCN						N/A	$5,000.00
Rate Reference - Subsequent Load, per state, per OCN						N/A	$1,500.00

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

ATTACHMENT 2

NETWORK ELEMENTS & OTHER SERVICES

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 **"**Network Element**"** is defined to mean a facility or equipment Cygnus uses in the provision of a Telecommunications Service, as defined by Applicable Law. This Attachment sets forth terms and conditions for unbundled Network Elements and combinations of unbundled Network Elements ("Combinations") that AT&T agrees to offer to Cygnus in accordance with its obligations under Section 251(c)(3) of the Act.

1.2 Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to Cygnus (Other Services). The rates for each unbundled Network Element and Combination are set forth in the Pricing Schedule. If no rate is identified in the Pricing Schedule and applicable terms and conditions are set forth in the Agreement, the rate will be as negotiated by the Parties upon request by either Party, and amended into this Agreement. Until the negotiated rate is amended into this Agreement by the Parties, AT&T shall provide the unbundled Network Element or Combination at AT&T's proposed rate on an interim basis not subject to true-up. Cygnus will use its best efforts to execute the amendment adding this missing rate element within thirty (30) days of the date of receipt of the amendment and the amendment must be executed no later than sixty (60) days from the date of receipt of the proposed amendment. If Cygnus does not execute the amendment within sixty (60) days of receipt of the proposed amendment, the interim rate shall expire, and Cygnus will no longer be able to order the service until the amendment is executed. Any future changes to the specific rate being amended by Commission order will be via an amendment on a prospective basis only.

1.2.1 AT&T shall not charge Cygnus different rates for unbundled Network Elements provided pursuant to this Agreement based on the class of customers served by, Cygnus or on the type of services provided by Cygnus using those unbundled Network Elements, unless otherwise ordered by the Commission.

1.3 AT&T shall, upon request of Cygnus, and to the extent technically feasible, provide to Cygnus access to its Network Elements for the provision of Cygnus's Telecommunications Services. AT&T shall provide Network Elements and Other Services in accordance with Applicable Law, including but not limited to: 47CFR 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, and 51.319.

1.3.1 In accordance with 47 C.F.R. 51.321, if AT&T denies Cygnus access to any Network Element based on a claim that it is not technically feasible, AT&T shall have the burden of proving that the provision of such Network Element is not technically feasible.

1.3.2 AT&T shall permit Cygnus to connect Cygnus's facilities or facilities provided to Cygnus by third parties with each of AT&T's unbundled Network Elements at any technically feasible point, and AT&T shall provide Cygnus access to the Cygnus side of such demarcation points.

1.3.3 Subject to Section 1.3, Cygnus may use one or more unbundled Network Elements to provide any telecommunications service utilizing any feature, function, capability, or service option that such Network Element(s), or combination of Network Elements, are capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

1.3.4 Cygnus may, at its option, combine, at demarcation points, a Network Element with any other Network Element to the extent technically feasible.

1.4 AT&T shall provide, and Cygnus may purchase and use, Network Elements and Other Services in accordance with 47 C.F.R 51.309.

1.5 AT&T shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

1.6.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination that is available to Cygnus under this Agreement or convert a Network Elements or Combination that is available to Cygnus under this Agreement to an equivalent wholesale services or group of wholesale services offered by AT&T (collectively "Conversion(s)"). Applicable disconnect charges, as contained in the Pricing Schedule or the tariff, shall apply to a conversion of wholesale services to Network Elements. Any price change resulting from the Conversion(s) will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from Cygnus. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments, termination liability provisions in the applicable special access tariffs, and/or grandfathered status between Cygnus and AT&T.

1.6.2 Any change from a wholesale service (e.g. Special Access DS0 from a customer location to an AT&T CO via the customer's AT&T CO) to a Network Element (e.g. UNE-L) that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement and the NRC of the Network Element being changed to will apply. AT&T will not require physical rearrangements if the conversion can be completed through record changes only and the applicable disconnect charge will apply rather than a NRC.

1.7 Except to the extent expressly provided otherwise in this Attachment, Cygnus may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement, such as enterprise switching (collectively "Arrangements"). If AT&T determines that Cygnus has in place any Arrangements after the Effective Date of this Agreement, AT&T shall provide Cygnus with thirty (30) days written notice to disconnect or convert such Arrangements. If Cygnus 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 service(s).

1.7.1 For FLORIDA, GEORGIA, NORTH CAROLINA and TENNESSEE, those circuits identified and transitioned by AT&T pursuant to this Section 1.7 shall be subject to any applicable disconnect charges as ordered by the Commission in [Docket No. 041269-TP (Florida)/Docket No. 19341-U (Georgia)/Docket No. P-55, Sub 1549 (North Carolina)/Docket No. 04-00381 (Tennessee)]. Installation of equivalent tariffed AT&T service shall be ordered, provisioned, and billed pursuant to the rates, terms, and conditions of the applicable tariffs.

1.7.2 For ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI AND SOUTH CAROLINA, those circuits identified and transitioned by AT&T pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement. Installation of equivalent tariffed AT&T service shall be ordered, provisioned, and billed pursuant to the rates, terms, and conditions of the applicable tariffs.

1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, Cygnus shall undertake a reasonably diligent inquiry to determine whether Cygnus is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. In performing its reasonably diligent inquiry,

Cygnus shall consider the Initial Wire Center List and the Subsequent Wire Center List compiled by AT&T in addition to any other sources Cygnus deems appropriate. By submitting any such order, Cygnus self-certifies that to the best of Cygnus'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, AT&T shall process the request in reliance upon Cygnus'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 this Section. Nothing in this section 1.8 shall have the effect of shifting the burden to Cygnus of proving that a wire center does not meet the criteria for nonimpairment in the event of a dispute regarding the wire centers. Notwithstanding anything to the contrary provided in this Agreement, any dispute between the Parties related to Cygnus's self certification and whether high capacity Dedicated Transport or Loops are available as Network Elements in a particular wire center shall be brought to the Commission for resolution. In the event such dispute is resolved in AT&T's favor, AT&T shall bill Cygnus 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) days following a decision finding in AT&T's favor, Cygnus shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.9 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If a Network Element is not readily available but can be made available through routine network modifications (RNMs), as defined by the FCC, AT&T shall advise Cygnus and Cygnus may request AT&T to perform such RNMs. RNMs will be charged at the rates in the Pricing Schedule. AT&T is under no obligation to, and therefore will not, place fiber as a part of this process.

1.10 Commingling of Services

1.10.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that Cygnus has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities.

1.10.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element 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 a 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 interexchange services.

1.10.3 AT&T will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with the documents (e.g., agreement or tariff) controlling the pricing of such remainder of the circuit or service.

1.10.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization as the higher bandwidth and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (e.g., agreement or tariff) as the lower bandwidth.

1.11 Rates

1.11.1 Unless otherwise specifically provided for in this Agreement and subject to Section 1.3 of this Attachment, for individually ordered Network Elements provided under this Attachment, which

are ordered independently and not pursuant to a Combination or Commingling request, the charges as set forth in the Pricing Schedule for the Network Element, the applicable charge for the order, and the charge for the Cross-connect(s), if required are inclusive and no other charges apply other than special application charges (e.g, special construction (SC) or customer initiated service change request). Unless otherwise specifically provided for in this Agreement and subject to Section 1.3 of this Attachment, for Combinations of Network Elements provided under this Attachment, the charges as set forth in the Pricing Schedule for the Network Element, the applicable charge for the order, and the charge for the Cross-connect(s), if required are inclusive and no other charges apply other than special application charges (e.g, SC or customer initiated service change request). Notwithstanding the foregoing, in the event Cygnus Commingles Network Elements or Combinations purchased under this Agreement with other wholesale Telecommunications Services or facilities, additional charges may apply to the services not purchased under this Agreement. AT&T and Cygnus agree to attempt in good faith to resolve any alleged errors or omissions in the Pricing Schedule.

1.11.2 AT&T shall provide Not Typically Combined Combinations to Cygnus at the rates developed pursuant to the BFR process.

1.12 Intentionally left blank.

1.13 Service Date Advancement Charges (a.k.a. Expedite Charges). For expedite requests by Cygnus, expedite charges will apply for intervals less than the standard interval, provided that the interval is as requested or agreed to by Cygnus. If AT&T provides an interval less than the standard interval, but greater than the interval requested and the expedited interval is agreed to by Cygnus, Service Date Advancement charges will apply. If the expedited interval is not agreed to by Cygnus, expedite charges will not apply. Expedite charges are set forth in the Pricing Schedule.

1.13.1 Intentionally left blank.

1.13.2 A one-month minimum billing period shall apply to all Network Elements and Other Services.

1.13.3 Except as otherwise provided in this Agreement, AT&T will not require Cygnus to own or control any local exchange facilities as a condition of offering to Cygnus any Network Element or Combinations.

1.13.4 AT&T will identify to Cygnus the location(s) of possible demarcation points available to Cygnus to access unbundled Network Elements and Cygnus will designate from these options the point(s) of demarcation between Cygnus's network and AT&T's network. AT&T shall not require that a demarcation point exist between combinations of Network Elements.

1.13.5 Unless otherwise requested by Cygnus, each unbundled Network Element shall be provided in accordance with 47CFR 51.311 and 51.319. AT&T shall provide to Cygnus, upon request, engineering, design, performance and other network data sufficient for Cygnus to determine that the requirements of this subsection are being met. In the event that such data indicates that the requirements of this subsection are not being met, AT&T shall, within ten (10) calendar days, use commercially reasonable efforts to cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) calendar days, shall commence and continue commercially reasonable efforts to correct such failure as soon as possible, and provide new data sufficient for Cygnus to determine that such deficiencies have been cured.

2 Loops

2.1 The local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in AT&T's central office and the Loop demarcation point at a customer's premises (Loop), including inside wire owned by AT&T. Facilities that do not terminate at a demarcation point at a customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching

Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device (NID), and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Except as otherwise provided in this Agreement, Cygnus shall be entitled to use the entire bandwidth of a Loop purchased by Cygnus, and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop. The Loop and subloops shall be provided, maintained and repaired to Cygnus in accordance with applicable industry standards. For those Loops (or associated Loop attributes) and subloops for which there is no applicable industry standard, AT&T will use AT&T's published technical references.

2.1.1 For ease of reference, the Parties agree to use certain non-industry standard terms for various Loop types that have been offered by AT&T By agreeing to use these terms, Cygnus does not concede that these Loops provided by AT&T are not, or are not required to be, Loops conforming to standard industry requirements. Cygnus does not agree that AT&T may apply AT&T's published technical references requirements to these Loops simply by virtue of AT&T's use of non-industry standard terms to describe these Loop types. Except as otherwise expressly provided in this Agreement, it is the intention of the Parties that all Loop types required to be provided under Applicable Law are included in this Agreement.

2.1.2 The Loop does not include any packet switched features, functions or capabilities.

2.1.3 Fiber to the Home (FTTH) Loops are local Loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) Loops are local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect 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.

2.1.3.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide such FTTH and FTTC Loops.

2.1.3.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to Cygnus on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities. AT&T's retirement of copper Loops must comply with Applicable Law.

2.1.4 Retirement of Copper Loops. Prior to retiring any copper Loop (that has been replaced with a FTTH/FTTC) used by Cygnus, AT&T shall comply with the requirements for retirement of copper set forth in Applicable Law, including 47 CFR 51.325. Furthermore, in FTTH/FTTC overbuild areas, AT&T is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Cygnus. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

2.1.5 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide Cygnus with

nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop on an unbundled basis to establish a complete transmission path between AT&T's central office and a customer premises.

2.1.6 The provisioning of a Loop to Cygnus's collocation space will require Cygnus to provide cross office cabling from the collocation arrangement to the MDF or LGX or DSX panel using an AT&T Certified Supplier and AT&T to provide cross-connections on the MDF or LGX or DSX panel within the central office to connect the Loop to a local switch or to other transmission equipment. The cross-connects provided by AT&T are separate components that are not considered a part of the Loop, and thus, have a separate MRC, but not NRC, as set forth in the Pricing Schedule.

2.1.7 Transition for Non-impaired DS1 and DS3 Loops

2.1.7.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.1.7.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

2.1.7.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for Cygnus as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 2.1.7.5.1 or 2.1.7.5.2. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

2.1.7.3 Excess DS1 and DS3 Loops are those Cygnus DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.2 and 2.3.10, respectively. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 Loops.

2.1.7.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.7.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.7.12, AT&T shall make available DS1 and DS3 Loops as described in this Section 2.1.7 only for Cygnus's Embedded Base during the Transition Period:

2.1.7.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.7.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.

2.1.7.6 A list of wire centers meeting the criteria set forth in Sections 2.1.7.5.1 and 2.1.7.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on AT&T's Interconnection Services Web site at www.interconnection.AT&T.com.

2.1.7.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cygnus's Embedded Base of DS1 and DS3 Loops and Cygnus's Excess DS1 and DS3 Loops described in this Section 2.1.7 shall be as set forth in the Pricing Schedule.

2.1.7.8 The Transition Period shall apply only to (1) Cygnus's Embedded Base and (2) Cygnus's Excess DS1 and DS3 Loops Cygnus shall not add new DS1 or DS3 loops as described in this Section 2.1.7 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 2.1.7.12 below.

2.1.7.9 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.7.5.1 and 2.1.7.5.2, no future DS1 Loop unbundling will be required in that wire center.

2.1.7.10 Once a wire center exceeds both of the thresholds set forth in Sections 2.1.7.5.1 and 2.1.7.5.2, no future DS3 Loop unbundling will be required in that wire center.

2.1.7.11 For FLORIDA, GEORGIA, NORTH CAROLINA and TENNESSEE, Cygnus shall submit spreadsheet(s) as ordered by the Commission in [Docket No. 041269-TP (Florida)/Docket No. 19341-U (Georgia)/Docket No. P-55, Sub 1549 (North Carolina)/Docket No. 04-00381 (Tennessee)] identifying all of the Embedded Base of circuits to be either disconnected or Converted to other AT&T services as Conversions pursuant to Section 1.6, including circuits for those wire centers that Cygnus disputes as having met the thresholds set forth in Sections 2.1.7.5.1 and 2.1.7.5.2. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, including any circuits added following the submission of Cygnus 's initial spreadsheet.

For ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI and SOUTH CAROLINA, no later than December 9, 2005, Cygnus shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or Converted to other AT&T services as Conversions pursuant to Section 1.6, including circuits for those wire centers that Cygnus disputes as having met the thresholds set forth in Sections 2.1.7.5.1 and 2.1.7.5.2. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, including any circuits added following the submission of Cygnus 's initial spreadsheet.

2.1.7.11.1 For FLORIDA, GEORGIA, NORTH CAROLINA and TENNESSEE, if Cygnus fails to submit the spreadsheet(s) specified in Section 2.1.7.11 above for all of its Embedded Base as ordered by the Commission in [Docket No. 041269-TP (Florida)/Docket No. 19341-U (Georgia)/Docket No. P-55, Sub 1549 (North Carolina)/Docket No. 04-00381 (Tennessee)], AT&T will identify Cygnus 's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.1.7.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs, unless otherwise ordered by the Commission in the above referenced Dockets.

For ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI and SOUTH CAROLINA, if Cygnus fails to submit the spreadsheet(s) specified in Section 2.1.7.11 above for all of its Embedded Base prior to December 9, 2005, AT&T will identify Cygnus 's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.1.7.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.7.11.2 For Embedded Base circuits Converted pursuant to Section 2.1.7.11 or transitioned pursuant to 2.1.7.11.1, a recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is Converted or transitioned, as applicable, or March 11, 2006.

2.1.7.12 <u>Modifications and Updates to the Wire Center List and Subsequent Transition Periods</u>

2.1.7.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.7.5, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a carrier notification letter ("CNL"). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

2.1.7.12.2 Effective ten (10) business days after the date of an AT&T CNL providing a Subsequent Wire Center List that includes one (1) or more additional wire centers, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.7.12.3 For purposes of Section 2.1.7.12, AT&T shall make available DS1 and DS3 Loops that were in service for Cygnus as of the tenth (10th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List ("Subsequent Embedded Base") until ninety (90) days after the tenth (10th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List ("Subsequent Transition Period").

2.1.7.12.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

2.1.7.12.5 The rates set forth in the Pricing Schedule shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.7.12.6 No later than forty (40) days from AT&T's CNL identifying the Subsequent Wire Center List Cygnus shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or Converted to other AT&T services, including circuits for those wire centers that Cygnus disputes as having met the thresholds set forth in Sections 2.1.7.5.1 and 2.1.7.5.2. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base, including any circuits added following the submission of Cygnus's initial spreadsheet.

2.1.7.12.6.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 2.1.7.12.6 above for all of its Subsequent Embedded Base, within forty (40) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Cygnus 's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.7.12.6.2 For Subsequent Embedded Base circuits Converted pursuant to Section 2.1.7.12.6 or transitioned pursuant to Section 2.1.7.12.6.1, the recurring tariff charges shall apply as of the earlier of the date each circuit is Converted or transitioned or the first day after the end of the Subsequent Transition Period.

2.1.8 Where facilities are available, AT&T will install Loops at intervals in compliance with Attachment 6. For orders of fifteen (15) or more Loops on a single order, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.8.1 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.8.2 When an AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC.

2.1.9 <u>Loop Testing/Trouble Reporting</u>.

2.1.9.1 Cygnus shall use commercially reasonable efforts to test and isolate the trouble to the AT&T Loop before reporting a trouble to the CLEC Service Assurance Center (CSAC).

2.1.9.2 Once Cygnus has issued a trouble report to AT&T on the Loop, AT&T will take the actions necessary to repair the Loop if a trouble actually exists. AT&T will repair these Loops in the same time frames that AT&T repairs similarly situated Loops to its customers.

2.1.9.3 If Cygnus reports a trouble on a Network Element or Other Service and no trouble actually exists on the AT&T portion, AT&T will charge Cygnus, at the rates set forth in the Pricing Schedule, for any dispatching and testing (both inside and outside the central office (CO)) required by AT&T in order to confirm the working status. Cygnus agrees to waive its right to a billing dispute for each No Trouble Found/Maintenance of Service charge for which no documentation is provided by Cygnus upon request from AT&T. The documentation provided may consist of the notes or statements by Cygnus's technicians and other personnel regarding the testing work performed.

2.1.9.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Cygnus (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Cygnus for each additional dispatch required to provision or repair the circuit due to the incorrect/incomplete information provided, in accordance with Maintenance of Service rates set forth in the Pricing Schedule. AT&T will provide proof that the requirement for multiple dispatches was based on Cygnus errors in the trouble ticket. This information will be provided upon request by Cygnus.

2.1.9.5 For voice grade Loop orders (or Loops intended to provide voice grade services), for which Cygnus orders a migration of existing service, Cygnus shall have its dial-tone available forty-eight (48) hours prior to the Loop order completion due date. For voice grade Loop orders for which Cygnus does not order a migration of existing service, Cygnus's failure to have such dial-tone available shall not affect AT&T's processing of the order, but AT&T shall not be responsible for its inability to test such Loop if no dial-tone is present.

2.1.10 Coordinated Hot Cuts and Frame Due Time.

2.1.10.1 "Coordinated Hot Cut" (CHC) allows AT&T and Cygnus to coordinate the installation of the unbundled Loops where CHC may be purchased as an option, to Cygnus's facilities to limit customer service outage. CHC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer CHC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. CHC shall be provided in accordance with the chart set forth below.

2.1.10.2 "Frame Due Time" (FDT) allows Cygnus to order a specific time for CHC to take place. Cygnus may request a date and time for FDT. AT&T will make commercially reasonable efforts to accommodate Cygnus's specific conversion time request. However, AT&T reserves the right to negotiate with Cygnus a conversion time based on load and appointment control when necessary. This FDT is a chargeable option for all Loops and is billed in addition to the CHC charge. If Cygnus specifies a time outside of 9:00 a.m. to 4:00 p.m. (location time) Monday through Friday (excluding holidays), or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the CHC and FDT charges. Overtime charges will be applied based on the amount of overtime worked. The FDT charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

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2.1.12 Ordering Guidelines and Processes.

2.1.12.1 Information regarding Ordering Guidelines and Processes for various UNEs is contained in the as described in Attachment OSS attached hereto, which is incorporated herein by reference, as amended from time to time. AT&T will notify Cygnus of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces (via the CMP) and to business rules via the appropriate AT&T web site (via Accessible Letter) thirty (30) days prior to such changes. The website address is: CLEC Online at https://clec.att.com/clec/. In addition, detailed guidelines for ordering and pre-ordering are set forth in the Local Service Order Requirements (LSOR) and

the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible on the AT&T CLEC Online website.

2.2 Unbundled Voice Loops (UVLs**)**

2.2.1 AT&T shall make available the following UVLs:

2.2.1.1 2-wire Analog Loop

2.2.1.2 Intentionally left blank.

2.2.1.3 4-wire Analog Loop

2.2.2 An 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.

2.2.3 2-wire Analog Loops are 2-wire circuits, will be non-designed, and will not have remote access test points. 2-wire Analog Loops will be provisioned capable of using Loop start signaling, however, Cygnus is not required to use the Loop start capabilities of the loop to provide Telecommunications Services. CHC will be offered as a chargeable option on Loops when reuse of existing facilities has been requested by Cygnus. Cygnus may also order FDT when a specified conversion time is requested. FDT is a chargeable option for any coordinated order and is billed in addition to the CHC charge. Upon issuance of a non-coordinated order in the service order system, Loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge AT&T will make available Loop Testing so that Cygnus may request further testing on new 2-wire Analog Loops. Rates for Loop Testing are as set forth in the Pricing Schedule.

2.3 Unbundled Digital Loops

2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Digital Loop

2.3.2.2 Intentionally left blank.

2.3.2.3 Intentionally left blank.

2.3.2.4 Intentionally left blank.

2.3.2.5 DS1 Digital Loop

2.3.2.6 Intentionally left blank.

2.3.2.7 DS3 Loop

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2.3.4 Intentionally left blank.

2.3.5 Intentionally left blank.

2.3.6 DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN.

2.3.6.2 Except in offices as outlined in Section 2.1.7 above, AT&T shall provide, upon Cygnus's request, up to ten (10) unbundled DS1 Loops to Cygnus at any single building in which DS1 Loops are available as unbundled Loops.

2.3.7 Intentionally left blank.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 Mileage is airline miles, rounded up and a minimum of one (1) mile applies.

2.3.10 Except for Loops in certain offices as specified in Section 2.1.7 above, Cygnus may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Intentionally left blank.

2.4.1 Intentionally left blank.

2.4.2 Intentionally left blank.

2.4.3 Intentionally Left Blank

2.4.3.1 Cygnus may use AT&T's Line Conditioning offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as DSL compatible could be transformed into Loops that do qualify, using the Line Conditioning process.

2.5 Line Conditioning

2.5.1 Line Conditioning is defined as a routine network modification that AT&T regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper subloop that may diminish the capability of the Loop or subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according to industry standards. In the absence of an industry standard for an AT&T Loop type, the Loop will be provided on a nondiscriminatory basis.

2.5.2 AT&T will remove load coils only on copper Loops and subloops as requested by Cygnus at the rate set forth in the Pricing Schedule.

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2.5.4 Intentionally left blank.

2.5.5 Rates for Line Conditioning are as set forth in the Pricing Schedule of this Attachment.

2.5.6 AT&T will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type being ordered. However, should AT&T refuse Cygnus's request to condition a Loop, AT&T will comply with the appropriate requirements of 47 CFR 51.319 (a)(1)(iii).

2.5.7 If Cygnus requests Line Conditioning on a new Loop order, AT&T may perform a Line Station Transfer (LST) and provision a different Loop facility in lieu of the facility with Line Conditioning if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. Cygnus will be charged for LST if a different Loop is provisioned.

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2.5.9 Intentionally left blank.

2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

Where Cygnus has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Cygnus If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for Cygnus (e.g. hairpinning):

1 Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2 Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 AT&T shall permit Cygnus to connect Cygnus's Loop facilities to the inside wiring through the AT&T NID or at any other technically feasible point.

2.7.3 <u>Access to NID</u>.

2.7.3.1 Cygnus may access the premises wiring (wiring that is beyond the AT&T point of demarcation and is not owned or controlled by AT&T) by any of the following means and Cygnus shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 AT&T shall allow Cygnus to connect its Loops directly to AT&T's multi-line NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to

provide service to the premises. If sufficient NID terminations are not available, AT&T shall install a NID at Cygnus's request.

2.7.3.1.2 Where an adequate length of the premises wiring is present and environmental conditions permit, either Party may remove the premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that the Party moving the premise wiring has been authorized by the ordering party to provide service using such wiring;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 Cygnus may request AT&T to make other rearrangements to the premises wiring terminations or terminal enclosure on a time and materials cost basis; or

2.7.3.1.5 Because AT&T has no proprietary interest in the premises wiring, Cygnus may access the premises wiring in any other manner acceptable to the ordering party, so long as such access is made completely on the ordering party's interface side of the NID and beyond AT&T's point of demarcation.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the removing Party's responsibility to ensure there is no safety hazard, and the removing Party shall hold the other Party harmless for any liability associated with the removal of the other Party's Loop from the NID. Furthermore, it shall be the responsibility of the removing Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

2.7.3.3 Cygnus shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.7.3.4 Cygnus shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with Cygnus to develop specific procedures to establish the most effective means of implementing this Section if the procedures set forth herein do not apply to the NID in question.

2.7.4 <u>Technical Requirements</u>.

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's premises and the distribution media and/or cross-connect to Cygnus's NID.

2.7.4.3 Existing AT&T NIDs will be provided in working condition. Where such NID is not functioning properly, and to the extent that it is technically feasible, AT&T shall repair or replace the NID at

AT&T's expense. When Cygnus deploys its own local Loops in a multiple-line termination device, Cygnus shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Elements

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Sublooop (USL) elements as specified herein.

2.8.1.1 AT&T will provide copper UNE Subloops as set forth in this Attachment.

2.8.1.2 A UNE Subloop is a smaller included segment of AT&T's UNE local loop plant, i.e., a portion of the UNE Loop from some technically accessible terminal beyond AT&T's central office and the network demarcation point, including that portion of the UNE Loop, if any, which AT&T's owns and controls inside the customer premises.

2.8.1.3 Definitions Pertaining to the UNE Subloop

2.8.1.4 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.

2.8.1.5 "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.

2.8.1.6 "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.

2.8.1.7 "Digital UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. AT&T is not required to provide Subloop Dark Fiber on an unbundled basis.

2.8.1.8 "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.

2.8.1.9 "MTE" for the purpose of Term To NID UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

2.8.1.10 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

2.8.1.11 "SAI/FDI-to-Term UNE Subloop" is that portion of the UNE Loop from the SAI/FDI to an accessible terminal.

2.8.1.12 "SAI/FDI-to-NID UNE Subloop" is that portion of the UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user's premise.

2.8.1.13 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T will construct a SPOI only to those multiunit premises where AT&T has distribution facilities to the premises and AT&T either owns, controls, or leases the inside wire, if any, at such premises. If AT&T has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. AT&T's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI.

2.8.1.14 "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.

2.8.1.15 "Term-to-NID UNE Subloop" is that portion of the UNE Loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID UNE Subloop includes use of the Network Terminating Wire (NTW).

2.8.2 AT&T will offer the following UNE Subloop types:

2.8.2.1 2-Wire Analog UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

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

2.8.2.3 As no other type of Subloop constitutes a UNE subloop, AT&T is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and AT&T provides a subloop(s) that is not described or provided for in this Agreement, AT&T may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T to refuse to provide, including if AT&T provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs, with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.8.2.4 UNE Subloops are provided "as is" unless CLEC requests loop conditioning on UNE xDSL Subloops for the purpose of offering advanced services. UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Pricing Schedule.

2.8.2.5 If a Term to NID UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that UNE Subloop, and such UNE Subloop has been determined to be a non-defective pair, then that UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

2.8.2.6 Copper UNE Subloops

2.8.2.7 Access to terminals for copper UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Terminal (underground or aerial).

2.8.2.8 CLEC may request access to the following copper UNE Subloop segments:

	FROM:	TO:
1	Terminal	Network Interface Device
2	NID	Stand Alone
3	SPOI (Single Point of Interface)	Terminal

2.8.2.9 Provisioning

2.8.2.10 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific UNE Subloop circuit(s).

2.8.2.11 Spare UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

2.8.2.12 Maintenance

2.8.2.13 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the UNE Subloop from the AT&T switch/testing equipment will be lost.

2.8.2.14 CLEC shall isolate trouble to the AT&T UNE Subloop portion of the CLEC's service before reporting trouble to AT&T.

2.8.2.15 AT&T shall charge <<customer>> a Maintenance of Service Charge (MSC) when CLEC dispatches AT&T on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state Pricing Schedule or tariffs.

2.8.2.16 Once all UNE Subloop access arrangements have been completed and balance of payment due AT&T is received, the CLEC may place a LSR for Subloops at this location. Prices at which AT&T agrees to provide CLEC with UNE Subloops are contained in the state specific Pricing Schedule.

2.8.2.17 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, AT&T repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, AT&T will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

2.8.3 UNE Subloop Access Arrangements

2.8.3.1 Prior to ordering UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the AT&T UNE Subloop network.

2.8.3.2 The space available for collocating or obtaining various UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a UNE Subloop Access Arrangement Application.

2.8.3.3 Upon receipt of a complete and correct application, AT&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 UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

2.8.3.4 The assignment of UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering UNE Subloop facilities.

2.8.3.5 Subloop inquiries do not serve to reserve UNE Subloops.

2.8.3.6 Several options exist for Collocation or UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

2.8.3.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T has placed the equipment necessary for the SAA prior to submitting the request for SCA.

2.8.3.8 Prior to submitting the UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement UNE Subloops, should collocation, access to poles/conduits or rights of way be required.

2.8.3.9 Except as set forth below in this 2.8.3.9, construction of the UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to 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. 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 2.8.3.8 In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, AT&T will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

2.8.3.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with an AT&T technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into AT&T's interconnection point.

2.8.3.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow AT&T to properly engineer access to each SAI and to ensure AT&T does not provide more available terminations than the CLEC expects to use.

2.8.3.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

2.8.3.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

2.8.3.14 In the event CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay AT&T for removal of their facilities from the SAA.

2.8.3.15 UNE Subloop Access Arrangement (SAA) Access Points

2.8.3.16 SAI/FDI, ECS, SPOI, or Terminal

2.8.3.17 CLEC cable to be terminated in an AT&T SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

2.8.3.18 CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T will terminate on available binding posts in the SAI/FDI or Terminal.

2.8.3.19 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T will stub out a cable from the SAI/FDI or Terminal, which AT&T will splice to the CLEC cable at the meet point.

2.8.3.20 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.

2.8.3.21 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID

2.8.3.22 AT&T shall notify CLEC of pending relocation as soon as AT&T receives such notice.

2.8.3.23 CLEC shall notify AT&T of its intentions to remain, or not, in the SAA by way of a new UNE Subloop Access Arrangement Application for a new SCA.

2.8.3.24 AT&T shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and AT&T engineer.

2.8.3.25 CLEC shall notify AT&T of acceptance or rejection of the new SCA within 10 business days of its receipt of AT&T's estimate.

2.8.3.26 Upon acceptance of the AT&T estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T of their acceptance of estimate costs.

2.8.3.27 Should CLEC decide not to continue the SAA, CLEC will notify AT&T as to the date that AT&T may remove CLEC's facilities from that SAA. CLEC will pay AT&T for all costs associated with the removal of the CLEC's SAA.

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

2.8.3.29 Establishment of Intermediary Box for CLEC Access to Term to NID MTE UNE Subloop Segment

2.8.3.30 As an alternative to the establishment of a UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T Term to NID UNE Subloop segments in order to serve its End Users at MTEs in AT&T ("Term to NID MTE UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE UNE Subloop Segment cross-connect leased from AT&T within the intermediary box (in order to obtain access to AT&T Term to NID MTE UNE Subloop Segments). In the event CLEC wishes to access AT&T Term to NID MTE UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

2.8.3.31 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.

2.2.3.32 The intermediary box shall contain blocks that meet AT&T's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the AT&T technician the ability to run jumper/cross connect from AT&T terminal to the intermediary box.

2.8.3.33 LEC agrees that the AT&T technician shall run the jumper/cross-connect from AT&T's serving terminal to CLEC's intermediary box, in order for CLEC to access AT&T Term to NID MTE UNE Subloop Segments in AT&T. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.

2.8.3.34 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE UNE Subloop Segments from AT&T.

2.8.3.35 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T to CLEC, providing AT&T with CFA prior to ordering and the assigning of a specific Term to NID MTE UNE Subloop Segment(s).

2.8.3.36 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to AT&T by CLEC via a Local Service Request ("LSR").

2.8.3.37 AT&T will upon receipt of the LSR from CLEC for a Term to NID MTE UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by CLEC on the LSR,

from the AT&T terminal to the CLEC intermediary box. AT&T must have access to the intermediary box for completion of the order.

2.8.3.38 In connection with the MTE intermediary box for CLEC access to Term to NID MTE UNE Subloop Segments in AT&T only, CLEC may elect to lease from AT&T Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in applicable Pricing Schedule for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T in lieu of AT&T's standard Term to NID UNE Subloop segment addressed in this 2.15.2.13.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment.

2.8.3.39 Establishment of Term to NID MTE UNE Subloop Segment When No Intermediary Box is Installed

2.8.3.40 In those instances where CLEC elects not to install an intermediary box or to have AT&T install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from AT&T Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in the applicable state Pricing Schedule for the "Term to NID MTE UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T in lieu of AT&T's standard Term to NID UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment. In such cases, AT&T will provide CLEC with access to the Term To NID MTE UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at AT&T's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.

2.8.3.41 If CLEC elects this option to obtain access to the Term To NID UNE Subloop in an MTE Environment, neither the AT&T SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the AT&T cross-connect, AT&T could not require any CFA information from CLEC.

2.8.4 Intentionally left blank.

2.8.5 Dark Fiber Loop.

2.8.5.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at a customer's premises to the customer's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. AT&T will not provide line terminating elements, regeneration or other electronics necessary for Cygnus to utilize Dark Fiber Loops.

2.8.5.2 Transition for Dark Fiber Loop

2.8.5.2.1 For purposes of this Section 2.8.5, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006

2.8.5.2.2 For purposes of this Section 2.8.5, Embedded Base means Dark Fiber Loops that were in service for Cygnus as of March 10, 2005. Subsequent disconnects or loss of customer shall be removed from the Embedded Base.

2.8.5.3 During the Transition Period only, AT&T shall make available for the Embedded Base Dark Fiber Loops for Cygnus at the terms and conditions set forth in this Attachment.

2.8.5.4 Notwithstanding the Effective Date of this Agreement, the rates for Cygnus's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in the Pricing Schedule.

2.8.5.5 The Transition Period shall apply only to Cygnus's Embedded Base and Cygnus shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.5.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.5.7 No later than June 10, 2006 Cygnus shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

2.8.5.7.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 2.8.5.7 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Cygnus 's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.8.5.7.1 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.

2.8.5.8 For Embedded Base circuits converted pursuant to Section 2.8.5.7 or transitioned pursuant to 2.8.5.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

2.9 Intentionally left blank.

2.10 Binder group management

2.10.1 Binder or Binder Group is defined as Copper pairs bundled together, generally in groups of twenty-five (25), fifty (50) or one hundred (100).

2.10.2 With the exception of Loops on which a known disturber is deployed, AT&T shall not designate, segregate or reserve particular Loops or binder groups for use solely by any particular advanced services Loop technology.

2.10.3 To the extent either Party seeks designation of a technology as a known disturber, that Party should file a petition for declaratory ruling with the FCC seeking such designation.

2.11 Network Interference

2.11.1 AT&T and Cygnus shall not knowingly deploy or maintain any circuits, facilities or equipment that:

2.11.1.1 Interferes with or impairs service over any facilities of the other Party or a third party, in excess of interference or impairment explicitly permitted by Applicable Law or national standards;

2.11.1.2 Causes damage to the other Party's plant;

2.11.1.3 Creates unreasonable hazards to the other Party;

2.11.1.4 Compromises the privacy of any communications, unless otherwise authorized by tariffs or Applicable Law.

2.11.2 AT&T and Cygnus shall not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the other Party, other than by connection or disconnection to any interface means used, except with the consent of that Party. Provided, however, that either Party, upon discovering an immediate threat of serious physical damage to property or injury to person, may take whatever measures that Party deems reasonably necessary to remove the threat.

2.11.3 Each Party shall notify the other of situations that arise that may result in a service problem for the other Party. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of Section 2.11.1, the determining Party shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within forty-eight (48) hours. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If the Parties determine that the violation cannot be cured within forty-eight (48) hours, at a minimum the curing Party shall commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

3 Line Sharing

3.1 General

3.1.1 Line Sharing is defined as the process by which Cygnus provides digital subscriber line "xDSL" service over the same copper loop that AT&T uses to provide Retail voice service, with AT&T using the low frequency portion of the loop and Cygnus using the high frequency spectrum (as defined below) of the loop.

3.1.2 Line Sharing arrangements in service as of October 1, 2003, under a prior Interconnection Agreement between AT&T and Cygnus, will be grandfathered until the earlier of the date the customer discontinues or moves XDSL service with Cygnus. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.

3.1.3 No new line sharing arrangements may be ordered.

3.1.4 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004, and not otherwise terminated, shall terminate on October 2, 2006.

3.1.5 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Cygnus the ability to provide xDSL data services to the customer for which AT&T provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for loop Transmission Systems. AT&T will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Cygnus shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.6 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper loop. An unloaded loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

3.1.7 AT&T will provide Loop Modification to Cygnus on an existing loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. AT&T is not required to modify a loop for access to the High Frequency spectrum if modification of that loop significantly degrades AT&T's voice service. If Cygnus requests that AT&T modify a loop and such

modification significantly degrades the voice services on the loop, Cygnus shall pay for the loop to be restored to its original state.

3.1.8 Line Sharing shall only be available on loops on which AT&T is also providing, and continues to provide, analog voice service directly to the customer. In the event the customer terminates its AT&T provided voice service for any reason, or in the event AT&T disconnects the customer's voice service pursuant to its tariffs or applicable law, and Cygnus desires to continue providing xDSL service on such loop, Cygnus or the new voice provider, shall be required to purchase a full stand-alone loop UNE. To the extent commercially reasonable, AT&T shall give Cygnus notice in a reasonable time prior to disconnect. In those cases in which AT&T no longer provides voice service to the customer and Cygnus purchases the full stand-alone loop, Cygnus may elect the type of loop it will purchase. Cygnus will pay the appropriate MRC and NRC rates for such loop as set forth in Exhibit A to this Attachment. In the event Cygnus purchases a voice grade loop, Cygnus acknowledges that such loop may not remain xDSL compatible.

3.1.9 In the event the customer terminates its AT&T provided voice service, and Cygnus requests AT&T to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), AT&T will discontinue billing Cygnus for the High Frequency Spectrum and begin billing the voice CLEC. AT&T will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use aN AT&T splitter.

3.1.10 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.

3.1.11 After the transition period, any new customer must be served through a line splitting arrangement, through use of stand-alone copper loop, or through an arrangement that a competitive LEC has negotiated with the incumbent LEC to replace line sharing.

3.1.12 Once AT&T has placed cross-connects on behalf of Cygnus and Cygnus chooses to rearrange its splitter or CLEC pairs, Cygnus may order Subsequent Activity. AT&T will bill and Cygnus shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

3.1.13 AT&T will provide Cygnus the LSR format to be used when ordering the High Frequency Spectrum.

3.2 Maintenance and Repair – Line Sharing

3.2.1 Cygnus shall have access for test purposes to any Loop for which it has access to the High Frequency Spectrum. Cygnus may test from the collocation space, the Termination Point or the NID.

3.2.2 AT&T will be responsible for repairing voice services and the physical line between the NID and the Termination Point. Cygnus will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

3.2.3 Cygnus shall inform its customers to direct data problems to Cygnus, unless both voice and data services are impaired, in which event Cygnus should direct the customers to contact AT&T.

3.2.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the customer that the trouble is on the other Party's portion of the Loop.

3.2.5 Notwithstanding anything else to the contrary in this Agreement, when AT&T receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Cygnus, AT&T will notify Cygnus, and bill Cygnus accordingly. If AT&T reports a trouble to Cygnus for the High Frequency Spectrum on the Loop, and no trouble actually exists within Cygnus's portion of the network, Cygnus >> may charge AT&T, and AT&T shall pay, for any dispatching and

testing (both inside and outside the central office) required by Cygnus in order to confirm the trouble is not within Cygnus's portion of the network.

3.3 Line Splitting

3.1 Line Splitting shall 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 customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 In the event Cygnus provides its own switching or obtains switching from a third party, Cygnus may engage in line splitting arrangements with another CLEC using a splitter, provided by Cygnus or a third party, in a Collocation Arrangement at the central office, where the Loop terminates into a distribution frame or its equivalent.

3.3 Cygnus shall provide AT&T with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Cygnus will not provide voice and data services.

3.4 Provisioning Line Splitting and Splitter Space. The Data LEC or the Voice CLEC may provide the splitter. When Cygnus or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the customer's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter.

3.4.1 An unloaded 2-wire copper Loop must serve the customer. 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.

3.4.2 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.

3.5 Ordering – Line Splitting. Cygnus shall use AT&T's Local Service Order Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible on the AT&T CLEC Online website.

3.5.1 AT&T's Local Service Order Requirements (LSOR) shall provide Cygnus the LSR format to be used when ordering Line Splitting service.

3.5.2 AT&T will provision Line Splitting service as detailed in Attachment OSS

3.5.3 Intentionally left blank

3.5.4 AT&T will provide Line Conditioning to Cygnus on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative.

3.6 CLEC Provided Splitter – Line Splitting

3.6.1 To order High Frequency Spectrum on a particular Loop, Cygnus must have a DSLAM collocated in the central office that serves the customer of such Loop.

3.6.2 Cygnus must provide its own splitters in a central office and have installed its DSLAM in that central office.

3.6.3 Cygnus may purchase, install and maintain central office POTS splitters in its collocation arrangements. Cygnus may use such splitters for access to its customers and to provide digital

subscriber line 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.

3.6.4 Any splitters installed by Cygnus in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Cygnus may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

3.7 Maintenance - Line Splitting.

3.7.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical Loop between the NID at the customer's premises and the termination point.

3.7.2 Cygnus 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.

3.7.3 Cygnus may designate a third Party to issue Cygnus's orders if Cygnus has a LOA on file with AT&T authorizing the third Party to issue orders on its behalf. The orders will be provisioned in the same manner as if Cygnus issued the orders.

4 Unbundled Network Element Combinations

4.1 Except upon request of Cygnus, AT&T ILLINOIS shall not separate Cygnus-requested UNE's that are currently combined. (47 CFR § 51.315(b)). AT&T ILLINOIS is not prohibited from or otherwise limited in separating any UNEs not requested by Cygnus or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other AT&T ILLINOIS offering(s), provided that AT&T ILLINOIS may not separate UNEs based on its anticipation that Cygnus will request that Combination.

4.2 Intentionally left blank.

4.1.1 To the extent Cygnus requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

5 Enhanced Extended Links (EELs)

5.1.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements, AT&T shall provide Cygnus with EELs where the underlying Network Elements are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable**.**

5.1.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

5.1.3 By placing an order for a high-capacity EEL, Cygnus thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. AT&T shall have the right to audit Cygnus's high-capacity EELs as specified below.

5.1.4 Service Eligibility Criteria.

5.1.4.1 High capacity EELs must comply with the following service eligibility requirements. Cygnus must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.1.4.2 Cygnus has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

5.1.4.3 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.1.4.3.1 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

5.1.4.3.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.1.4.3.3 Each circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit;

5.1.4.3.4 Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of Section 5.1.5.1;

5.1.4.3.5 Each circuit to be provided to each customer will be served by an interconnection trunk over which Cygnus will transmit the calling party's number in connection with calls exchanged over the trunk ;

5.1.4.3.6 For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Cygnus will have at least one (1) active DS1 local service interconnection trunk over which Cygnus will transmit the calling party's number in connection with calls exchanged over the trunk; and

5.1.4.3.7 Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

5.1.5 A collocation arrangement meets the requirements of Section 5.1.4.3.4 if it is:

5.1.5.1 Established pursuant to 47 USC 251(c)(6) and located at an AT&T premises within the same LATA as the customer premises, when AT&T is not the collocator; and

5.1.5.2 Located at a third party's premises within he same LATA as the customer premises, when AT&T is the collocator.

5.1.6 By placing an order for an EEL, Cygnus shall be deemed to have made the certification requirement of Section 5.1.4.

5.1.7 AT&T may, on an annual basis, audit Cygnus's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Cygnus failed to comply with the service eligibility criteria, Cygnus must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the

auditor's report concludes that Cygnus did not comply in any material respect with the service eligibility criteria, Cygnus shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that Cygnus did comply in all material respects with the service eligibility criteria, AT&T will reimburse Cygnus for its reasonable and demonstrable costs associated with the audit. Cygnus will maintain appropriate documentation to support its certifications.

5.1.8 Nothing in this Agreement shall be construed to be a waiver by AT&T of any termination liabilities in its special access tariffs.

6 Dedicated Transport and Dark Fiber Transport

6.1 Dedicated Transport. Dedicated Transport is defined as AT&T's 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 Cygnus, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Cygnus. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 6.2 below, AT&T shall not be required to provide to Cygnus unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by AT&T ("Entrance Facilities").

6.2 Transition for DS1 and DS3 Dedicated Transport Including DS1and DS3 Entrance Facilities

6.2.1 For purposes of this Section 6.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport Embedded Base of Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for Cygnus as of March 10, 2005, in those wire centers that, as of such date, met the criteria set forth in 6.2.4.1 or 6.2.4.2. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.2.1 For purposes of this Section 6.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for Cygnus as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.2.2 For purposes of this Section 6.2, Excess DS1 and DS3 Dedicated Transport means those Cygnus DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.2.4. Subsequent disconnects and loss of customers shall be removed from Excess DS1 and DS3 Loops.

6.2.3 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.4 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 6.2.12, for Cygnus's Embedded Base only, AT&T shall make available Dedicated Transport as described in this Section 6.2 during the Transition Period:

6.2.4.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

6.2.4.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

6.2.5 Intentionally Omitted

6.2.6 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities only for Cygnus's Embedded Base Entrance Facilities and only during the Transition Period

6.2.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cygnus's Embedded Base of DS1 and DS3 Dedicated Transport and for Cygnus's Excess DS1 and DS3 Dedicated Transport as described in this Section 6.2 shall be as set forth in the Pricing Schedule and the rates for Cygnus's Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in the Pricing Schedule.

6.2.8 The Transition Period shall apply only to (1) Cygnus's Embedded Base and Embedded Base Entrance Facilities; and (2) Cygnus's Excess DS1 and DS3 Dedicated Transport. Further, Cygnus shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.2.12.

6.2.9 Once a wire center exceeds either of the thresholds set forth in this Section 6.2.4.1 or 6.2.4.2, no future DS1 Dedicated Transport unbundling will be required in that wire center.

6.2.10 Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, no future DS3 Dedicated Transport will be required in that wire center.

6.2.11 No later than December 9, 2005, Cygnus shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T services pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

6.2.11.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 6.2.11 above for all of its Embedded Base and Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, AT&T will identify Cygnus's remaining Embedded Base and Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.2.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

6.2.11.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.11 or transitioned pursuant to 6.2.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

6.2.12 <u>Modifications and Updates to the Wire Center List and Subsequent Transition Periods</u>

6.2.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 6.2.4, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a carrier notification letter ("CNL"). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

6.2.12.2 For FLORIDA, GEORGIA, NORTH CAROLINA and TENNESSEE, effective ten (10) business days after the date of an AT&T CNL providing a Subsequent Wire Center List that includes one

(1) or more additional wire centers, AT&T shall not be required to unbundle DS1 and/or DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

For ALABAMA, KENTUCKY, LOUISIANA, MISSISSIPPI and SOUTH CAROLINA, effective ten (10) business days after the date of an AT&T CNL providing a Subsequent Wire Center List that includes one (1) or more additional wire centers, AT&T shall not be required to unbundle DS1 and/or DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

6.2.12.3 For purposes of Section 6.2.12, AT&T shall make available DS1 and DS3 Dedicated Transport that was in service for Cygnus in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.2.12.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

6.2.12.5 The rates set forth in the Pricing Schedule shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.2.12.6 No later than forty (40) days from AT&T's CNL identifying the Subsequent Wire Center List Cygnus shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.2.12.6.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 6.2.12.6 above for all of its Subsequent Embedded Base, within forty (40) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Cygnus's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full non-recurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

6.2.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.12.6 or transitioned pursuant to Section 6.2.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period

6.3 AT&T shall:

6.3.1 Provide Cygnus exclusive use of Dedicated Transport to a particular customer or carrier,

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements within this Section;

6.3.3 Permit, to the extent technically feasible, Cygnus to connect such interoffice facilities to equipment designated by Cygnus, including but not limited to, Cygnus's collocated facilities; and

6.3.4 Permit, to the extent technically feasible, Cygnus to obtain the functionality provided by AT&T's digital cross-connect systems.

6.4 AT&T shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3) dedicated to Cygnus.

6.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.6 Cygnus may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements.

6.7.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.7.2 AT&T shall offer the following interface transmission rates for Dedicated Transport.

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3; and

6.7.3 AT&T shall design Dedicated Transport according to its network infrastructure. Cygnus shall specify the termination points for Dedicated Transport.

6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.8 AT&T Technical References:

6.8.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.9 Unbundled Channelization (Multiplexing).

6.9.1 To the extent that Cygnus is purchasing DS1 or DS3 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, Cygnus may request channel activation on a channelized facility and AT&T shall connect the requested facilities via cross connects. The cross connect must be compatible with the lower capacity facility and ordered with the lower capacity facility. The AT&T offices in which UC is available are listed in NECA 4.

6.9.2 AT&T shall make available the following channelization systems and interfaces:

6.9.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following cross connects are available: Analog, Digital Data and ISDN.

6.9.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 cross connect is available with this system.

6.10 Technical Requirements.

6.10.1 In order to assure proper operation with AT&T provided central office multiplexing functionality, Cygnus's channelization equipment must adhere strictly to form and protocol standards. Cygnus must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.11 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.11.1 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.11.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

6.11.1.1 For purposes of this Section 6.11, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.11.1.2 For purposes of this Section 6.11, Embedded Base means Dark Fiber Transport that was in service for Cygnus as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.4.1. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.11.1.3 For purposes of this Section 6.11, a Business Line is as defined in 47 C.F.R. § 51.5.

6.11.1.4 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Section 6.11 only for Cygnus's Embedded Base during the Transition Period:

6.11.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

6.11.1.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for Cygnus's Embedded Base of Dark Fiber Transport as described in Section 6.11.1.1 shall be as set forth in the Pricing Schedule and the rates for Cygnus's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.11.1 shall be as set forth in the Pricing Schedule.

6.11.1.6 The Transition Period shall apply only to Cygnus's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Cygnus shall not add new Dark Fiber Transport as described in this Section 6.11 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.11.1.10 below. Further, Cygnus shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

6.11.1.7 Once a wire center exceeds either of the thresholds set forth in Section 6.11.1.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.

6.11.1.8 No later than June 10, 2006 Cygnus shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

6.11.1.8.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 6.11.1.8 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify Cygnus's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 6.11.1.8.1 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.

6.11.1.8 For Embedded Base circuits converted pursuant to Section 6.11.1.8 or transitioned pursuant to 6.11.1.8.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006..

6.11.1.9 <u>Modifications and Updates to the Wire Center List and Subsequent Transition Periods</u>

6.11.1.9.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 6.11.1.4.1, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

6.11.1.9.2 Effective ten (10) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

6.11.1.9.3 For purposes of Section 6.11.1.10, AT&T shall make available DS1 and DS3 Loops that were in service for Cygnus in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.11.1.9.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

6.11.1.9.5 The rates set forth in the Pricing Schedule shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.11.1.9.6 No later than forty (40) days from AT&T's CNL identifying the Subsequent Wire Center List CNL shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.11.1.9.6.1 If Cygnus fails to submit the spreadsheet(s) specified in Section 6.11.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Cygnus's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to the 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.

6.11.1.9.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.11.1.10.6 or transitioned pursuant to Section 6.11.1.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

ATTACHMENT 3

NETWORK INTERCONNECTION

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Network Interconnection

1 General

The Parties shall interconnect their networks for the mutual exchange of telephone exchange service traffic (including Local Traffic), Exchange Access Traffic, ISP Bound Traffic, , and Transit Traffic.

2 Definitions: (For the purpose of this Attachment)

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 Intentionally left blank.

2.2 Automatic Location Identification (ALI) is a database feature by which the address associated with the calling party's telephone number and/or physical location of the caller is identified through Automatic Number Identification (ANI) and forwarded to a Public Service Answering Point (PSAP) for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.3 Automatic Number Identification (ANI) corresponds to the seven/ten-digit telephone number assigned to a caller by the serving local exchange carrier.

2.4 911 Service is an emergency reporting system whereby a caller can dial a common number (911) for all emergency services. The caller will be answered at a common answering location or PSAP which will determine the nature of the emergency and dispatch the proper response teams. 911 Service is sometimes referred to as 911 service (911) or Enhanced 911 Service (E911).

2.4.1 911 service is a centralized emergency reporting system that automatically connects 911 callers to the common answering location or PSAP, but which does not provide ALI to the 911 attendant at the common answering location or PSAP. Call routing is determined by the Central Office from which the call originated.

2.4.2 E911 service includes all of the services provided by B911 service, as well as Selective Routing and the ANI and ALI identification and information of the 911 caller to the 911 operator.

2.5 E911 Tandem Office is the central office that provides tandem switching for 911 calls. Each E911 PSAP connects to one (1) or more E911 Tandem. The E911 Tandem deliver 911 voice calls with ANI and ALI identification and information to the PSAP and provides normal and emergency-specific switching functions. The specialized switch at the E911 Control Office is known as an E911 Tandem or Selective Router.

2.6 Call Termination as set forth in 47CFR 51.701(d) is the switching of Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

2.7 Call Transport as set forth in 47CFR 51.701(c) is the transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Interconnection Point between the Parties to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than AT&T.

2.8 Commercial Mobile Radio Service (CMRS) is a mobile service or the functional equivalent of a mobile service that is: (1) provided for profit, i.e., with the intent of receiving compensation or monetary gain; (2) An interconnected service; and (3) Available to the public, or to such classes of eligible users as to be effectively available to a substantial portion of the public.

2.9 Common (Shared) Transport is defined as the transmission facilities shared by more than one (1) carrier, including AT&T, between end office switches including remote end offices, between end office switches and tandem switches, and between tandem switches, in AT&T's network.

2.10 Dedicated Interoffice Facility is defined as a switched transport facility between a Party's Serving Wire Center (SWC) and the first point of switching within the LATA on the other Party's network.

2.11 End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.12 Exchange Access ("Switched Access") is as defined in 47USC§153(16).

2.13 Fiber Meet is an interconnection arrangement whereby each Party physically builds its network via an optical fiber interface to an Interconnection Point at which one (1) Party's facilities, provisioning, and maintenance responsibilities begin and the other Party's responsibilities end.

2.14 Final Trunk Group is defined as a trunk group that does not overflow excess traffic to an alternate route or alternate trunk group.

2.15 Interconnection Point (IP) (aka POI) is a physical point on AT&T's network where AT&T's and Cygnus's networks meet and where traffic is delivered to each other. Each Party remains responsible for the facilities on its side of the IP

2.16 IntraLATA Toll Traffic is as defined in Section 7 of this Attachment.

2.17 Intentionally left blank.

2.18 Intentionally left blank.

2.19 Intentionally left blank.

2.20 Intentionally left blank.

2.21 Local Channel is defined as switched transport facility between a particular point on one (1) Party's network and the Serving Wire Center for the location of that same Party's network point. An intraoffice cross connect is not a Local Channel.

2.22 Section 251(b)(5) Traffic is defined in Section 7 of this Attachment.

2.23 Meet Point Interconnection Arrangement is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.

2.24 Public Safety Answering Point (PSAP) is a facility that has been designated to receive 911 calls and route them to emergency services personnel. PSAPs are customarily designated as primary or secondary; a primary PSAP is the first contact a 911 caller will get. The PSAP operator at the primary PSAP verifies or obtains the caller's location, determines the nature of the emergency and decides which emergency response teams should be notified. ALI, contained in a database, provides supplemental information for purposes of locating the caller, determining if hazardous materials are located at the caller's location, etc. In some instances, the primary PSAP may dispatch aid, but in most cases, the caller is conferenced or transferred to a secondary PSAP, which might be located at fire dispatch areas, municipal police headquarters or ambulance dispatch centers, from which help will be dispatched. Often the primary PSAP will answer 911 calls for an entire region.

2.25 Reciprocal Trunk Group is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by Cygnus.

2.26 Serving Wire Center (SWC) is one (1) Party's wire center that is designated by that same Party to serve the geographic area in which the other Party has designated a network point for the purpose of interconnection.

2.27 Selective Routing (SR) is the routing of an E911 call to the proper PSAP based upon the location of the caller associated with the caller's ANI.

2.28 Tandem Switching is defined as the function that establishes a communications path between two (2) switching offices through a third switching office through the provision of trunk side to trunk side switching. Tandem Switching also includes the switching function of a carrier other than AT&T that is as defined in 47 C.F.R. 51.711(a) (3) and whose tandem/end office homing arrangements are contained in the LERG.

2.29 Telecommunications Service refers to the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.30 Transit Traffic is traffic that is switched and/or transported by one (1) Party to the other Party for delivery to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one (1) Party to the other Party for termination.

2.31 "Local Interconnection Trunk Groups" (aka Interconnection Trunk Groups) are defined as trunk groups designated to exchange (between AT&T and Cygnus) Section 251(b)(1) Traffic, (ii) ISP-Bound Traffic, and (iii) IntraLATA toll Traffic (delivered by AT&T or Cygnus on behalf of their respective end users)**.**

3 Network Interconnection

3.1 The Parties shall interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers in accordance with Section 251 (a) of the Act. AT&T shall interconnect with Cygnus at any technically feasible point within AT&T's network upon request for the transmission and routing of telephone exchange service and exchange access in accordance with Section 251(c) of the Act.

3.2 At a minimum, AT&T shall design interconnection facilities to meet the same technical criteria and service standards that are used within its own network. This obligation is not limited to a consideration of service quality as perceived by customers, and includes, but is not limited to, service quality as perceived Cygnus. If Cygnus requests interconnection superior in quality to that provided by AT&T to itself or to any subsidiary, affiliate, or any other party to which AT&T provides interconnection, such request shall be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. At a minimum, Cygnus must locate an IP within AT&T's serving territory in every LATA where it intends to originate traffic for interconnection with AT&T.

3.2.2 Pursuant to the requirements of Section 251(c) of the Act, AT&T shall provide for interconnection with AT&T's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within AT&T's network as requested by Cygnus. Any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs. When Cygnus requests two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall coordinate with each other to design, construct and operate the IP in a

nondiscriminatory manner in accordance with all applicable industry standards and the terms of this Agreement.

3.2.3 When first establishing an interconnection arrangement in a LATA, Cygnus shall consult with AT&T in order to identify a technically feasible location for the IP. Cygnus will act in good faith in selecting the IP. If AT&T denies Cygnus's request for interconnection at the requested location, AT&T must prove to the Commission that interconnection at that point is not technically feasible. The Parties shall establish additional IPs in a LATA upon request by Cygnus. AT&T will not request the establishment of an IP where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available.

3.2.4 Neither Party shall dismantle any established POI unless it either reaches an agreement with the other Party or receives Commission approval

3.3 Interconnection using Leased Dedicated Facilities

3.3.1 Local Channel Facilities (Entrance Facilities). Either Party may request Local Channel facilities from the other Party. The charges for the Local Channel facilities shall be pursuant to the appendix.

3.3.2 Dedicated Interoffice Facilities. Either Party may request Dedicated Interoffice Facilities from the other Party. The charges for the Dedicated Interoffice Facilities shall be pursuant to the appendix pricing .

3.4 The facilities purchased pursuant to this Section shall be ordered via the Access Service Request (ASR) process. The ordering process used pursuant to this Attachment is not indicative of the nature of the services being ordered or their pricing.

3.5 Fiber Meet

3.5.1 Mid-Span Fiber Meet. If Cygnus elects to establish interconnection with AT&T pursuant to a mid-span Fiber Meet, the Parties shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. However, the SONET transmission system must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

3.5.1.1 The Parties shall jointly coordinate and undertake maintenance and testing of the SONET transmission system.

3.5.1.2 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Interconnection IP.

3.5.1.3 Cygnus shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Cygnus Interconnection Point IP.

3.5.1.4 Cygnus shall designate a manhole or other suitable entry way located outside the AT&T central office and AT&T shall make all necessary preparations to receive and to allow and enable Cygnus to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the AT&T central office. Cygnus shall deliver and maintain such strands wholly at its own expense. AT&T shall take the fiber from the manhole and terminate it inside the AT&T central office in the FOT equipment at AT&T's expense.

3.5.1.5 AT&T shall designate a manhole or other suitable entry way outside the Cygnus central office and Cygnus shall make all necessary preparations to receive and to allow and enable AT&T to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the

FOT equipment at the Cygnus central office. AT&T shall deliver and maintain such strands wholly at its own expense. Cygnus shall take the fiber from the manhole and terminate it inside the Cygnus central office in the FOT equipment at Cygnus's expense.

3.5.1.6 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's IP through an entrance facility separate from that from which the Party's own fiber exited.

3.5.1.7 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the Mid-Span Fiber Meet facility.

3.5.1.8 Unless otherwise limited by existing equipment constraints, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

3.5.2 Mid-Point Fiber Meet. If Cygnus elects to establish interconnection with AT&T pursuant to a mid-point fiber meet, the Parties shall mutually agree to a Fiber Meet point between the AT&T Serving Wire Center and the Cygnus Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility. Each Party shall maintain its part of the Mid-Point fiber meet. The Fiber Meet facility shall consist of only a Local Channel provided by each Party to the Fiber Meet point.

3.5.2.1 Upon verbal request by Cygnus, AT&T shall allow Cygnus access to the fusion splice point for the Fiber Meet point for maintenance purposes on Cygnus's side of the Fiber Meet point.

3.5.2.2 Neither Party shall charge the other Party for its portion of the Mid Point Fiber Meet facility used to deliver local traffic. All other appropriate charges will apply.

3.5.3 Sizing of Joint Fiber Facilities. The capacity of Interconnection facilities provided by each Party over the Fiber Meet will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two (2) years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two (2) months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

4 Interconnection Trunk Group Architectures

4.1 AT&T will provide Cygnus network interconnection trunk groups for Call Transport and Call Termination of telephone exchange services traffic (including Local Traffic), ISP Bound Traffic, and Transit Traffic.

4.2 In accordance with this Agreement, where appropriate, AT&T and Cygnus will meet to discuss interconnecting trunk groups, trunking architectures and NPA/NXX routing. The discussion will include, but is not limited to, establishing an Interconnection Point, exchanging switch information, determining the need for other types of trunking; i.e.: Operator Services, E911, etc. and any additional information needed to establish the interconnecting networks.

4.3 AT&T and Cygnus shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.

4.4 Any interconnection request that: (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to a Party from the other Party's switch, and (3) requires special switch translations and other network modifications will require that Party to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.

4.5 The Parties shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within a LATA where the Parties have interconnected. Upon Cygnus's request, the Parties shall establish interconnection trunk groups to AT&T access tandems within the LATA other than the tandems(s) to which the Parties have established interconnection trunk groups. Cygnus shall establish direct trunking to an AT&T tandem if busy hour traffic reaches the DS-1 level for three consecutive months.

4.6 Notwithstanding the forgoing, Cygnus shall establish interconnection trunk group(s) to all AT&T access and local tandems in the LATA where it has homed (i.e. assigned) its NPA/NXXs. Cygnus shall home its NPA/NXXs on the AT&T, Cygnus, or third-party tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. Cygnus shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.7 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Cygnus's NXX access tandem homing arrangement defined in the LERG.

4.8 Where necessary, AT&T shall load Cygnus's NXXs in AT&T's switches based on the information for those NXXs as specified by Cygnus in the LERG, and AT&T shall switch traffic as specified by the NXX tandem homing arrangements set forth in the LERG.

4.9 Neither Party shall charge the other Party the nonrecurring "Installation Trunk Side Service - per DS0" charges for interconnection trunk groups ordered pursuant to this Attachment.

4.10 With the exception of Transit Traffic and the Call Transport and Call Termination rates described in Section 7 of this Attachment (for Local Traffic and ISP-bound Traffic), neither Party shall charge the other Party for one-way or two-way interconnection trunks, or ports used to exchange Local Traffic and ISP-bound Traffic, regardless of whether such interconnection trunks or ports are on the originating or terminating side of the IP. Nothing in the foregoing is intended to alter the terms of either Party's applicable access tariffs.

4.11 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.12 In cases where Cygnus is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.13 Each Party shall order interconnection trunks and trunk groups, including trunk and trunk group augmentations, via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project in accordance with Attachment 9. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given AT&T local calling area.

4.13.1 Cygnus is solely responsible for the facilities that carry OS/DA, 911, and Meet-Point trunk groups.

4.14 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

Upon request of Cygnus mutual agreement of the Parties, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s). The quantity of trunks shall be mutually determined and the provisioning shall be jointly coordinated. Furthermore, Cygnus shall designate the IP(s) for two-way interconnection trunk groups. Cygnus shall order such trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with this Attachment. If either Party requests additional two-way trunks and the other Party refuses to install such trunks the requesting Party may order one-way trunks for its own originated traffic.

4.14.1 AT&T Access Tandem Interconnection

AT&T access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem. AT&T shall not switch SWA traffic through more than one (1) AT&T access tandem. Access tandem interconnection is available upon Cygnus's request for any of the following access tandem architectures:

4.14.1.1 Basic Architecture

In the basic architecture, Cygnus's originating telephone exchange services traffic (including Local Traffic), ISP Bound Traffic, and Transit Traffic, is transported on a single two-way trunk group between Cygnus and AT&T access tandem(s) within a LATA. AT&T originated telephone exchange services traffic (including Local Traffic), , ISP Bound Traffic, IP Enabled Services traffic and Transit Traffic is transported on a separate single one-way trunk group terminating to Cygnus. The LERG contains current tandem serving arrangements.

4.14.1.2 Two-Way Trunk Group Architecture

The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Access for the exchange of telephone exchange services traffic (including Local Traffic),Transit Traffic, and ISP Bound Traffic between Cygnus and AT&T. The LERG contains current tandem serving arrangements.

4.14.2 Local Tandem Interconnection

4.14.2.1 Local tandem interconnection arrangements allow Cygnus to establish interconnection trunk group(s) to AT&T local tandems for the exchange of telephone exchange services traffic (including Local Traffic), Exchange Access Traffic, ISP Bound Traffic, and Transit Traffic.

4.14.2.2 Cygnus shall establish interconnection trunk groups to all AT&T local tandems at which Cygnus NXXs are homed. Additionally, Cygnus may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. Cygnus may deliver telephone exchange services traffic (including Local Traffic), Exchange Access Traffic, ISP Bound Traffic Services traffic and Transit Traffic to a "homed" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where Cygnus does not choose to establish an interconnection trunk group(s). It is each Party's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Cygnus's codes. The Parties shall obtain their routing information from the LERG.

4.14.2.3 Traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion.

4.14.3 Trunks and facilities for operator services, directory assistance and intercept may be ordered by Cygnus from AT&T pursuant to the terms and conditions contained in this Attachment 3.

4.14.4 Direct End Office-to-End Office Interconnection

4.14.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups as specified by Cygnus allow for the delivery of a Party's originating telephone exchange services traffic (including Local Traffic), Exchange Access Traffic, ISP Bound Traffic, and Transit Traffic to the terminating Party on a direct end office-to-end office basis.

4.14.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.14.4.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan for any future trunking needs that arise before the exhaust condition is relieved that will ensure completion of traffic between Cygnus and AT&T until the tandem exhaust problem is rectified.

4.14.4.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between Cygnus's switch and a AT&T end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, the Parties shall install direct end office trunking sufficient to handle such traffic volumes until the existing trunk groups are augmented. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold. The installation of such direct end office trunking shall not create an additional IP, and each Party shall remain responsible for the cost of facilities on its side of the IP.

4.14.4.2.3 Mutual Agreement - The Parties may install direct end office trunking in those instances where direct end office trunking is appropriate based upon the proper application of standard trunk engineering practices upon mutual agreement in the absence of Tandem Exhaust above.

4.14.5 Meet Point Trunk Group

4.14.5.1 IXC carried traffic shall be transported between Cygnus's switch and the AT&T_Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between Cygnus's End Users and IXCs via a AT&T Access Tandem Switch or Local/Access Tandem Switch.

4.14.5..2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

4.15.5.3 When AT&T has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, Cygnus shall establish a Meet Point Trunk Group to every AT&T Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

4.14.5.4 AT&T will not block switched access customer traffic delivered to any AT&T Access Tandem Switch or Local/Access Tandem Switch for completion on Cygnus's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T Access Tandem Switch or Local/Access Tandem Switch that Cygnus's switch subtends in each LATA. In no event will AT&T be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T shall have no responsibility to ensure that

any switched access customer will accept traffic that Cygnus directs to the switched access customer.

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

4.14.6 Toll Free Traffic

4.14.6.1 If Cygnus chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T’s switches, all Cygnus originating Toll Free traffic will be routed over the Transit Traffic trunk group and shall be delivered using GR-394 format. Carrier Code “0110” and a Circuit Code shall be used for all such calls.

4.14.6.2 Cygnus may choose to perform its own Toll Free database queries from its switch. In such cases, Cygnus will determine the routing of the calls in accordance with applicable industry standards and the information received from the SMS database.

4.14.6.3 All post-query Toll Free calls for which Cygnus performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format over the interconnection trunk group for calls destined to the switched access Toll Free Service provider. Cygnus shall bill the applicable IXC for any queries at the rates set forth in the applicable tariff.

5 Network Design And Management For Interconnection

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Cygnus chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Cygnus switch and the AT&T Signaling Transfer Point (STP). AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion. Cygnus and AT&T will immediately notify each other of any protective control action planned or executed

5.4 Interconnection Protocols

5.4.1 All Interconnection facilities shall be Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”) or Alternate Mark Inversion line code (“AMI”) or Superframe Format (“SF”) as specified by Cygnus.

5.5 SS7 Signaling. Unless otherwise specified by Cygnus, both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all trunk groups in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided as defined in GR-317 and GR-394, including but not limited to ISDN User Part (ISUP) for trunk signaling, Carrier Identification Code (CIC), where available, Automatic Number Identification (ANI), Originating Line Information (OLI), calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between their respective networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require either Party to perform call-related database queries to the other Party's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement..

5.6 Signaling Call Information. AT&T and Cygnus will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and Cygnus will meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes, and 800 CIC codes in use. The Parties shall also mutually agree upon all proper translations for routing between networks and any information necessary for billing.

5.7 Forecasting for Trunk Provisioning

5.7.1 Unless the parties have developed an existing forecasting arrangement, within six (6) months after execution of this Agreement, Cygnus shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's region. Upon receipt of Cygnus's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Meet Point trunk groups, Cygnus-to-AT&T one-way trunks (Cygnus Trunks), AT&T-to-Cygnus one-way trunks (Reciprocal Trunk Groups) and/or two-way interconnection trunks, if the Parties interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Cygnus POI/Access Carrier Terminal Location (ACTL), trunk group type (local, intraLATA toll, interLATA toll, Meet Point trunk groups, Operator Services, Directory Assistance, 911, BLV/BLVI, etc.), AT&T location where the trunks shall terminate (Far End CLLI), Direction of Traffic (In, Out, 2W), Signaling Type (SS7, MF), Traffic Class (PH, DF, AF, IH) Forecast Reference Points (circuits in Service, # of circuits on order, Total of circuits in service and orders), Trunk Group Serial Number, if known, (commonly referred to as the 2-6 code) and current year quarterly forecast, next year quarterly forecast, plus 2 additional years forecast.

5.7.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.7.2 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecast do not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 Trunk Utilization

5.8.1 AT&T and Cygnus shall monitor traffic on each interconnection Final Trunk Group that is ordered and installed. The Parties agree that the Final Trunk Groups should be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) calendar days of installation. The Parties agree that the Final Trunk Groups will be utilized at seventy-five percent (75%) of the time consistent busy hour and that the high usage trunk groups will be utilized at ninety five percent (95%) of the time consistent busy hour utilization level within 180 calendar days of installation. Any Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Upon notice by AT&T of their desire to disconnect trunks via an order, Cygnus will FOC its concurrence or request a meeting to discuss reasons on why the trunk should not be downsized. In any event, disconnects will not be processed to reduce trunks that would cause utilization to be more than 75%.

5.8.1.1 If either Party observes that a Trunk Group is exceeding its designed call carrying capacity and is impacting other Trunk Groups in the network, the Parties shall immediately augment the over-utilized Trunk Group as soon as possible in order to minimize the impact on customers. In order to prevent or remedy traffic blocking situations, a Party may transport traffic on a separate single one-way trunk group terminating to the other Party. However, where the Parties are responsive in a timely manner to each other's needs for its originated traffic, all originating traffic will be placed on the two-way or Supergroup Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic.

5.8.1.2 Either Party may notify the other of any under-utilized one-way Trunk Groups and the number of such trunk groups that Party wishes to disconnect. The Party will provide supporting information either by email or facsimile to the other Party who will either agree or disagree with the disconnection request within seven (7) business days. If the other Party disagrees with the disconnection request, it shall reply with such supporting information as expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which it expects to need such trunks. The Parties will also discuss whether or not agreement can be reached on the number of Final Trunk Groups to be removed, if any.

5.9 Trunk Group Servicing

5.9.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an ASR or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

5.9.2 Except as set forth below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be fifteen (15) business days or longer as determined by Cygnus's Desired Due Date unless the Parties agree to a shorter interval. Such interval shall commence upon the receipt of an error-free ASR for orders of less than 192 trunks as an addition to local trunk groups (augment), or thirty (30) business days from the receipt of an error-free ASR for establishment of less than 192 trunks on new trunk groups. An ASR shall be considered "error-free" for the purposes of this Agreement to the extent that it contains no material errors that would prevent the timely and accurate provisioning of the ASR. AT&T will provide FOCs and Local Interconnection in accordance with the SQM intervals ordered by the Commission.

5.9.3 ASRs for orders greater than 192 trunks shall be considered a "project" that directly impacts the other Party and may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Projects require the coordination and execution of multiple orders or related activities between and among AT&T and Cygnus work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, major facility grooming, or network rearrangements. The Parties shall negotiate the service intervals for projects.

5.9.4 For Local and intraLATA toll service, the Design Blocking Objective shall be 1% blocking in the Time-Consistent Busy Hour, except under conditions of force majeure service disruption. For trunk groups carrying access traffic to IXCs, the Design Blocking Objective shall be 1% in the Time-Consistent Busy Hour.

5.9.5 Cygnus and AT&T shall provide to each other test-line numbers and access to test lines for the purpose of testing AT&T/Cygnus interconnection trunk groups.

5.9.6 The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available.

6 Local Dialing Parity

6.1 AT&T and Cygnus shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7 Interconnection Compensation

7.1 Reciprocal compensation applies for transport and termination of Section 251(b)(5) Traffic. When an end user customer originates Section 251(b)(5) Traffic, the originating Party shall compensate the terminating Party for the transport and termination of such Section 251(b)(5) Traffic at the rate(s) provided in Appendix Pricing. For purposes of intercarrier compensation, "Section 251(b)(5) Traffic" will be compensated depending on the End Office or Tandem serving arrangement, so long as the originating End User Customer of one Party and the Terminating End User Customer of the other Party are:

(i) both physically located in the same AT&T Local Exchange Area as defined in the AT&T Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring AT&T Local Exchange Areas that are within the same common mandatory local calling area. This includes, but is not limited to, mandatory Extended Area Service (EAS) or other mandatory extended local calling.

7.2 "IntraLATA Toll Traffic" is defined as all traffic that originates and terminates within a single LATA that is not Local, Transit, or ISP-bound traffic under this Attachment.

7.3 "ISP Bound Traffic" In accordance with the FCC's Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" is limited to telecommunications traffic exchanged between Cygnus and AT&T in which the originating end user of one Party and the terminating ISP of the other Party are:

(i) both physically located in the same AT&T's Local Exchange Area as defined by AT&T Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring AT&T's Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

7.4 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), AT&T and Cygnus agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic, delivered to AT&T or Cygnus that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. AT&T and Cygnus further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic, including via UNE-P, delivered to AT&T or Cygnus that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.5 The rates for the Call Transport and Call Termination of Local Traffic and ISP-Bound Traffic are as set forth in Exhibit A to this Attachment. AT&T may charge Cygnus the Tandem Switching, End Office Switching and Common Transport rate elements for Local Traffic when such elements are actually used by AT&T to terminate Cygnus's originated traffic. Cygnus may charge AT&T the Tandem Switching rate element for Local Traffic when Cygnus has shown, in accordance with 47 CFR 51.711 that its switch is capable of serving a geographic area comparable to that served by AT&T's tandem switch.

7.5.1 Intentionally Omitted

7.5.2 The rate for the Call Transport and Call Termination of ISP-bound Traffic is $.0007.

7.5.3 Intentionally Omitted.

7.5.4 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other (originating) Party's customer's presubscribed interexchange carrier or if the originating Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission. Nothing in this section shall relieve AT&T from providing Cygnus with the records provided pursuant to Section 7.9.5 of this Attachment. If AT&T notifies Cygnus that an ICO has adopted an alternative to the Primary Carrier Plan (PCP), the Parties shall apply the appropriate meet-point billing methods.

7.5.5 Foreign Exchange (FX) traffic (ISP-bound and non-ISP bound) shall be subject to bill and keep. Whether ISP-bound or non-ISP-bound, FX Traffic shall be defined as traffic for which Cygnus designates different points for rating and routing such that traffic that originates in one rate center is carried by AT&T Illinois to a routing point designated by Cygnus in a rate center that is not local to the calling party even though the called NXX is local to the calling party

7.5.5.1 The terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties

7.5.5.2 In order to ensure that FX traffic is being appropriately segregated from other types of intercarrier traffic, the Parties will assign a Percentage of FX Usage (PFX), which shall represent the estimated percentage of minutes of use that is attributable to all FX traffic in a given month.

7.5.5.3 The PFX, and any adjustments thereto, must be agreed upon in writing prior to the usage month (or other applicable billing period) in which the PFX is to apply, and may only be adjusted once each quarter. The Parties may agree to use traffic studies, retail sales of FX lines, or any agreed method of estimating the FX traffic to be assigned the PFX.

7.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. A Party's use of a single trunk group for Local Traffic and any other traffic type shall not be deemed to be a violation of this subsection.

7.6 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic.

7.7 Compensation for 8XX Traffic

7.7.1 Compensation for 8XX Traffic. When a Party's customer places an 8XX call, the other Party shall charge the originating switched access and data query charges set forth in that Party's respective intrastate or interstate switched access tariffs to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number.

7.7.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.8 Mutual Provision of Switched Access Service

7.8.1 Switched Access Traffic. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors.

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

(I) intralata toll Traffic or Optional EAS Traffic from a CLEC End User that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider

(II) intralata toll Traffic or Optional EAS Traffic from an AT&T End User that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

(III) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(IV) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party

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

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

7.8.2 If either Party's customer chooses the other Party as its presubscribed interexchange carrier, or if either Party's customer uses the other Party as an interexchange carrier on a 10XXX basis, the Party will charge the other Party the appropriate tariff charges for originating switched access services. At present neither Party is available as an interexchange carrier to the other Party's customers.

7.8.3 Where the originating Party delivers Switched Access Traffic to the terminating Party over switched access facilities and where the originating Party is also the IXC, the originating Party will pay the terminating Party terminating switched access charges as set forth in the terminating Party's intrastate or interstate tariff, as appropriate.

7.8.4 When a Party's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing the other Party's facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, single-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

7.8.5 The Parties agree that AT&T will bill IXCs for originating and terminating access charges from its recordings when AT&T has direct connections with IXCs via AT&T's access tandem. AT&T will pass EMI records to Cygnus as the Official Recording Company. The Parties also agree that AT&T and Cygnus will exchange EMI records when each are acting as the Official Recording Company and Cygnus is the access tandem company with direct connections with IXCs. As

described in the MECAB document, the Official Recording Company for Tandem routed traffic is: (1) the end office company for originated traffic, (2) the tandem company for terminating traffic, (3) the SSP company for originating 800 traffic. The Recording Company agrees to provide the Non-Recording Company at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

7.8.6 The Tandem Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the recording company or any third party involved in processing or transporting data.

7.8.7 The recording company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

7.8.8 Any claims against the recording company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.

7.8.9 The recording company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the non-recording company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the recording company. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.9 Transit Traffic

7.9.1 Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the rates as set forth in appendix pricing..

7.9.2 The delivery of traffic that transits the AT&T network and is transported to another carrier's network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Cygnus is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Cygnus. Cygnus agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T, as the Transit Service Provider will not be obligated to pay for Transit Traffic as the default originator

8. 911 and E911 Interconnection

911 and E911 provides a caller access to the applicable Public Safety Answering Point (PSAP).

8.1 E911 Interconnection. AT&T will provide Cygnus with access to AT&T's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act, pursuant to Attachment 911/E911

8.2 E911 Interconnection. Cygnus shall install a minimum of two (2) dedicated trunks originating from Cygnus's switch and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The Parties shall exercise commercially reasonable efforts to provision interconnection trunks over geographically diverse facilities where technically feasible, at standard applicable tariff rates**.**. The configuration may use CAMA-type signaling with multifrequency (MF) pulsing that will deliver ANI with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the mu-law convention. Alternatively, as

mutually agreed to by the Parties, these trunks may use SS7/ISUP signaling where available, in accordance with Section 5.5. The two (2) trunk minimum and the diversity requirements apply regardless of whether, CAMA- MF or SS7/ISUP signaling is used. Cygnus will be required to provide AT&T daily updates to the E911 database. Cygnus will forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by AT&T. If the E911 tandem trunks are not available, Cygnus may be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate Public Service Answering Point (PSAP). When applicable, this call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party, but may or may not carry CallerID information if available from the originating Cygnus switch, and if supported by the signaling to and the destination line at the PSAP. Cygnus shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its customers.

8.2.1 Rates. Trunks and facilities for 911 interconnection may be ordered by Cygnus from AT&T pursuant to the applicable Access tariff.

ATTACHMENT 3a

911-E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which AT&T will provide CLEC with access to AT&T's 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that AT&T can only provide E911 Service in a territory where an AT&T is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&T's E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For CLEC's own switches, AT&T shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.

2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.

2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes ANI, ALI, and/or SR.

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number (ESN)" means a three (3) to five (5) digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed

for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

3.1 AT&T shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 AT&T will route 911 calls from the AT&T SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

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

3.3 Facilities and Trunking:

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

3.3.2 AT&T will provide facilities to interconnect the CLEC to the AT&T's E911SR, as specified in Attachment 2-Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

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

3.4.2 Where AT&T manages the E911 Database, AT&T shall coordinate access to the AT&T DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where AT&T manages the E911 Database, AT&T's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T E911 SR location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

4.2.1 CLEC shall be financially responsible for the transport facilities to each AT&T E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T **for** each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T E911 SR.

4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T E911 SR.

4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the AT&T E911 SR.

4.2.9 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor), or such other minimum grade of service as required by Applicable Law.

4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC’s demarcation (for example, collocation) to the AT&T E911 SR(s). CLEC is responsible for advising AT&T of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to CLEC if no defect is found in AT&T’s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T for inclusion in AT&T‘s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

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

4.3.4 CLEC is responsible for providing AT&T updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated AT&T E911 SR(s).

5.1.1 **AT&T** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **AT&T** E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For CLEC's own switch(es), the Parties agree that:

5.2.1.1 AT&T is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 AT&T is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires CLEC to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 AT&T-13-STATE shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2.2 AT&T-9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T-9-STATE shall include this information upon request by the 911 Customer.

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T and CLEC.

7.2.1 In AT&T-TEXAS only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to AT&T-TEXAS not later than forty-five (45) Business Days prior to the passing of live traffic. AT&T-TEXAS shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to AT&T-TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

8.0 Basis of Compensation

8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable AT&T Commission-approved access tariff.

ATTACHMENT 4a - COLLOCATION

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). **AT&T-22-STATE** will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **AT&T-22-STATE**'s 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.

1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on **AT&T-22-STATE** property for the purposes set forth in Section 1.1.

1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and **AT&T-22-STATE** and all appendices and/or other Attachments, the Collocation Services Handbook, **AT&T-22-STATE**'s standards and requirements for equipment and facility installations, documentation on the **AT&T** CLEC Online website as it may change from time to time, or **AT&T-22-STATE**'s TP-76300 which can be found on the **AT&T**'s CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.

1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on **AT&T**'s CLEC Online website.

1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an **AT&T-22-STATE** Premises pursuant to this Attachment.

1.6 This Attachment is only applicable to **AT&T-22-STATE** Premises owned or controlled by **AT&T-22-STATE**.

1.7 Scope:

1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from **AT&T-22-STATE** pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.

1.7.2 **AT&T-22-STATE** will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.

1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an **AT&T-22-STATE** Approved Installation Supplier (AIS).

1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within **AT&T-22-STATE** Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from **AT&T-22-STATE** and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.

1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable **AT&T-22-STATE** AIS. When space is Legitimately Exhausted inside an Eligible Structure, **AT&T-22-STATE** will permit Collocation in Adjacent On-Site Structures located on **AT&T-22-STATE**'s property in accordance with this Attachment.

1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an **AT&T-22-STATE** AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by **AT&T-22-STATE** at the direction of the Collocator.

1.8 Billing Conversions:

1.8.1 Billing Conversions on previously provided Collocation under tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation section of the Pricing Schedule attached. **AT&T-22-STATE** will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.

1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on **AT&T-22-STATE** property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.

2.2 "**AT&T-22-STATE** Premises" means all buildings falling under the FCC's definition of "premises", including **AT&T-22-STATE** ILEC Central Offices (COs) and Remote Terminals.

2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.

2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under tariff to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.

2.5 "Cable Records Charges" in **AT&T-SOUTHEAST REGION 9-STATE** only: means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in **AT&T-SOUTHEAST REGION 9-STATE**'s database systems. The applicable rates and charges are

shown in the Pricing Schedule.

2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and **AT&T-22-STATE**.

2.7 "Collocator" is the CLEC who places Telecommunications Equipment on **AT&T-22-STATE**'s Premises, within designated Collocation areas, for the sole purpose of Interconnecting with **AT&T-22-STATE** and/or accessing **AT&T-22-STATE's** 251(c)(3) UNEs for the purpose described in this Attachment.

2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on **AT&T-22-STATE** Premise.

2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on **AT&T-22-STATE** Premise.

2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure

2.9 "Cross-Connect" means a service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.

2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.

2.12 "Delivery Date" (Also known as Space Ready Date) means the date on which **AT&T-22-STATE** turns the functional Collocation space over to the requesting Collocator. The space is functional when **AT&T-22-STATE** has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.

2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in **AT&T-22-STATE** Eligible Structure.

2.14 "Effective Billing Date" means the date **AT&T-22-STATE** completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to **AT&T-22-STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.

2.16 "Eligible Structure" means **AT&T-22-STATE**'s Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by **AT&T-22-STATE** that house its network facilities, and all structures that house **AT&T-22-STATE**'s facilities on public Rights-of-Way (ROW) as ROW is defined in the Attachment Structure Access

2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses **AT&T-22-STATE** incurs to meet the specific request of an individual Collocator and will not typically benefit either other

CLECs or **AT&T-22-STATE**

2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).

2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.

2.20 "Infrastructure Systems" means the structural components, such as: floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.21 "**AT&T-22-STATE** Approved Installation Supplier (**AT&T-22-STATE** AIS)" means the suppliers that are approved to perform CO installation work for **AT&T-22-STATE** and for Collocators in **AT&T-22-STATE** Eligible Structures.

2.21.1 Approved CO Installation Suppliers Tier 1 (**AT&T-22-STATE** AIS Tier 1) - These suppliers are approved by **AT&T-22-STATE** to perform CO installation work for **AT&T-22-STATE** and for Virtual Collocators in **AT&T-22-STATE** CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the **AT&T-22-STATE** per the letter codes listed in a table on the Tier 1 list on the **AT&T** CLEC Online website.

2.21.2 **AT&T-22-STATE** Collocation Approved Installation Suppliers Tier 2 (**AT&T-22-STATE** AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in **AT&T-22-STATE's** CO. This document is located on the **AT&T** CLEC Online Web-site and is amended from time to time.

2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.

2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.

2.25 "Physical Collocation" means space that is provided by **AT&T-22-STATE** to Collocator for the purpose of interconnecting to **AT&T-22-STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to **AT&T-22-STATE** UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. §251(c)(3) of the Act.

2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), Huts, Terminals and Cabinets and other **AT&T-22-STATE** owned or controlled premises containing **AT&T-22-STATE** network facilities where adequate space is available and Collocation is Technically Feasible.

2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.

2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on **AT&T**'s CLEC Online website.

2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.

2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under section 251(c)(2) with **AT&T-22-STATE**'s network or access to 251(c)(3) UNEs of **AT&T-22-STATE**'s network.

2.31 "Unused Space" means any space (i) existing in **AT&T-22-STATE**'s Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by **AT&T-22-STATE** or any Third Party, (iii) that is not occupied by **AT&T-22-STATE**'s, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **AT&T-22-STATE**'s or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**AT&T-22-STATE**'s or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **AT&T-22-STATE**'s warranty on proximate.

2.32 "Virtual Collocation" is provided for the purpose of interconnecting to **AT&T-22-STATE** for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to **AT&T-22-STATE**'s 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. §251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an **AT&T-22-STATE** AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by **AT&T-22-STATE** at the direction of the Collocator.

3.0 General

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space. **AT&T-22-STATE** shall not refuse to process an Application for Collocation space and shall not refuse to provision the Collocation space submitted by a Telecommunications Carrier while that Telecommunications Carrier's state certification is pending or prior to a final approved Interconnection Agreement.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. **AT&T-22-STATE** allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable **AT&T-22-STATE** retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its **AT&T-22-STATE** AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the **AT&T-22-STATE** AIS shall adhere to all **AT&T-22-STATE** requirements and shall coordinate with the **AT&T-22-STATE** representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the **AT&T-22-STATE** CLEC Online website

3.5 Safety:

3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of **AT&T-22-STATE** or other Telecommunications Carriers. The Collocator shall immediately report to the **AT&T-22-STATE** CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on **AT&T-22-STATE** premises or any OSHA inspection or citations issued to the Collocator while on **AT&T-22-STATE** premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If **AT&T-22-STATE** is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, **AT&T-22-STATE** will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&C's of this Agreement.

3.9 **AT&T-22-STATE** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.

3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for **AT&T-22-STATE** vehicles and which are designated as reserved.

3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.

3.12 Contact Numbers:

3.12.1 **AT&T-22-STATE** is responsible for providing the Collocator personnel a contact number for **AT&T-22-STATE** personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in **AT&T-22-STATE**'s Interconnector's Collocation Services Handbook.

3.12.2 The Collocator is responsible for providing to **AT&T-22-STATE** personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to **AT&T-22-STATE**. In addition, for all activities requiring verbal and written

notification per this Attachment, the Parties will provide the contact numbers included in the application process.

3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.

3.13 Right-to-Use; Multiple Dedicated Spaces:

3.13.1 In accordance with this Attachment, **AT&T-22-STATE** grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

3.14 Trouble Status Reports:

3.14.1 **AT&T-22-STATE** and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade **AT&T-22-STATE** or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by **AT&T-22-STATE**.

3.15 Service Coordination:

3.15.1 Collocator is responsible for coordinating with its **AT&T-22-STATE** AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.

3.16 Access to the MDF:

3.16.1 **AT&T-22-STATE** will not provide Collocator's personnel with direct access to **AT&T-22-STATE**'s MDF, with the exception of the Collocator's hired **AT&T-22-STATE**'s AIS Tier 1.

3.17 Equipment List:

3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment." The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of **AT&T-22-STATE**, which consent shall not be unreasonably withheld.

3.17.2 **AT&T-22-STATE** posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on **AT&T**"s CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by **AT&T-22-STATE** and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the **AT&T** CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment," and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to **AT&T-22-STATE** a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment

in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by **AT&T-22-STATE** and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment." Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

3.18.1 Any network equipment placed in **AT&T-22-STATE** network equipment areas of Eligible Structures by **AT&T-22-STATE** or Collocator must meet **AT&T-22-STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including **AT&T-22-STATE**) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by **AT&T-22-STATE** and its contractors.

3.18.2 At an RT all Collocator equipment installation shall comply with **AT&T-22-STATE** TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on **AT&T**'s CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

3.18.3 In the event that **AT&T-22-STATE** denied Collocation of Collocator's equipment citing safety standards, **AT&T-22-STATE** will provide a list of **AT&T-22-STATE** telecommunications equipment which **AT&T-22-STATE** locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **AT&T-22-STATE** equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Collocator's written request.

3.18.4 In the event **AT&T-22-STATE** believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-22-STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the

foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification

3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **AT&T-22-STATE**'s written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T-22-STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.

3.20.2 **AT&T-22-STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.

3.20.3 Limitations:

3.20.3.1 **AT&T-22-STATE** is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, **AT&T-22-STATE** would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, **AT&T-22-STATE** will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to **AT&T-22-STATE**, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 **AT&T-22-STATE** voluntarily allows Collocator via the **AT&T-22-STATE** AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if **AT&T-22-STATE** and Collocator mutually agree to such placement, in **AT&T-22-STATE**'s Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 **AT&T-22-STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **AT&T-22-STATE** will provide the necessary backup power to help protect against power outages.

3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use

the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on **AT&T-22-STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.

3.21.5 Physical Collocation: **AT&T-22-STATE** will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **AT&T-22-STATE** will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and **AT&T-22-STATE** AISs with **AT&T-22-STATE**'s policies and practices pertaining to fire, safety and security (e.g.., the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physcial Collocator may submit a request for its one (1) free accompanied site visit to its designated Physcial Collocation space at any time subsequent to **AT&T-22-STATE**'s receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by **AT&T-22-STATE** or the Physical Collocator has not yet submitted an access request form to **AT&T-22-STATE**, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a **AT&T-22-STATE** security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time **AT&T-22-STATE** employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by **AT&T-22-STATE** to the Physical Collocator's designated Collocation space at a mutually agreed to time. An **AT&T-22-STATE** security escort will be required whenever the Physical Collocator or its approved agent or **AT&T-22-STATE** AIS requires access to the entrance manhole. **AT&T-22-STATE** will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, **AT&T-22-STATE** AIS or Guest(s) fails to show up for the scheduled escort appointment.. Prospective Collocator will not be allowed to take photographs, make copies of **AT&T-22-STATE** site-specific drawings or make any notations.

3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to **AT&T-22-STATE**, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 **AT&T-22-STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between **AT&T-22-STATE** and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or **AT&T-22-STATE** AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and **AT&T-22-STATE** AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide **AT&T-22-STATE** with notice at the time of dispatch of its own employee or **AT&T-22-STATE** AIS to an Eligible Structure in accordance with applicable **AT&T** CLEC Online Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and **AT&T-22-STATE** AIS utilizing the appropriate request forms located on **AT&T**'s CLEC Online website. The Physical Collocator must submit to **AT&T-22-STATE** the completed form for all employees and AIS requiring access to **AT&T-22-STATE**'s Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that **AT&T-22-STATE** expedite the issuance of the access keys/cards and/or ID cards, and **AT&T-22-STATE** will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.3 Any access key/cards and/or ID cards provided by **AT&T-22-STATE** to the Physical Collocator for its employees and **AT&T-22-STATE** AIS may not be duplicated under any circumstances.

3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and **AT&T-22-STATE** AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and **AT&T-22-STATE** AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific **AT&T-22-STATE** Premises.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify **AT&T-22-STATE** in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for **AT&T-22-STATE** to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and **AT&T-22-STATE** AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.7 Threat to Personnel, Network or Facilities:

3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-22-STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **AT&T-22-STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees**, AT&T-22-STATE** AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the **AT&T-22-STATE** Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of **AT&T-22-STATE**, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 **AT&T-22-STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 **AT&T-22-STATE** shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein **AT&T-22-STATE** maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. **AT&T-22-STATE** may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind (Refer to

Interconnector's Guide for Physical Collocation via the **AT&T-22-STATE** CLEC Online website).

3.29 **AT&T-22-STATE** AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an **AT&T-22-STATE** AIS to perform all engineering and installation work. The Collocator's **AT&T-22-STATE** AIS must follow and comply with all of **AT&T-22-STATE**'s specifications and the following **AT&T-22-STATE** Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the **AT&T-22-STATE** AIS has met the requirements for all of the required work activities, Collocator must use the applicable **AT&T-22-STATE** AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of **AT&T-22-STATE** AIS is available on **AT&T**'s CLEC Online website. The Collocator's **AT&T-22-STATE** AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying **AT&T-22-STATE**'s equipment engineers and Collocator upon successful completion of the installation and any associated work. When an **AT&T-22-STATE** AIS is used by Collocator, the **AT&T-22-STATE** AIS shall bill Collocator directly for all work performed for Collocator. **AT&T-22-STATE** shall have no liability for or responsibility to pay, such charges imposed by Collocator's **AT&T-22-STATE** AIS. **AT&T-22-STATE** shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 **AT&T-22-STATE** will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. **AT&T-22-STATE** will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity**.** **AT&T-22-STATE** will inform the Collocator as soon as practicable by telephone of all emergency-related activities that **AT&T-22-STATE** or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 **AT&T-22-STATE** shall maintain publicly available documents on **AT&T**'s CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T-22-STATE** will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 **AT&T-22-STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. **AT&T-22-STATE** shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

3.32.1 Before **AT&T-22-STATE** may make a determination that space in an Eligible Structure is Legitimately Exhausted, **AT&T-22-STATE** must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such

space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in **AT&T-22-STATE**'s response to a Collocator's application or in provisioning Collocation arrangements. **AT&T-22-STATE** may reserve space for transport equipment for the current year plus two (2) years. Additionally, **AT&T-22-STATE** may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of **AT&T-22-STATE** or for future use by **AT&T-22-STATE** or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. **AT&T-22-STATE** may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the **AT&T** CLEC Online Handbook

3.33 **AT&T-22-STATE**'s Right of Access:

3.33.1 **AT&T-22-STATE**, its employees, and other **AT&T-22-STATE** authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by **AT&T-22-STATE** hereunder, and for any other purpose deemed reasonable by **AT&T-22-STATE**.

3.33.2 **AT&T-22-STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of **AT&T-22-STATE** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **AT&T-22-STATE** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and **AT&T-22-STATE**'s designated demarcation;

3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and **AT&T-22-STATE**'s designated power source;

3.34.1.5 Required point of termination cross connects in the Dedicated Space

3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space.

3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s)

3.34.2 **AT&T-22-STATE** neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's **AT&T-22-STATE** AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under section 251(c)(2) or access to **AT&T-22-STATE**'s 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by **AT&T-22-STATE**. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.35.1.2 Its equipment;

3.35.1.3 Interconnection facilities between the Collocator's equipment area and **AT&T-22-STATE**'s designated demarcation;

3.35.1.4 DC power delivery cabling between the Collocator's equipment and **AT&T-22-STATE**'s designated power source;

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

3.35.1.6 All unique tools and test equipment,

3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control,

3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment,

3.35.1.9 All training as described in Section 4.11.3 below

3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on **AT&T-22-STATE** property. Suitable replacements are to be immediately provided to **AT&T-22-STATE** to restore equipment.

3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **AT&T-22-STATE** CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.

3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.

4.1.1 Both **AT&T-22-STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties: The Parties acknowledge the following: that **AT&T-22-STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.3 In addition to any other applicable limitation, neither **AT&T-22-STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **AT&T-22-STATE** or the Collocator or its agents or employees.

4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-22STATE's or other CLEC's premises, or any outage in **AT&T-22-STATE**'s or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance , or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.

4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.

4.6 Insurance:

4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.

4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, **AT&T-22-STATE** will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes **AT&T-22-STATE**,and **AT&T-22-STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **AT&T-22-STATE** will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all **AT&T-22-STATE** AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of **AT&T-22-STATE:**

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's **AT&T 22-STATE** AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenantable in whole or in part, **AT&T-22-STATE** shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, **AT&T-22-STATE** has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or **AT&T-22-STATE** opts not to rebuild, then **AT&T-22-STATE** shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, **AT&T-22-STATE** must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of **AT&T-22-STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **AT&T-22-STATE**.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in **AT&T-22-STATE**'s opinion be advisable, **AT&T-22-STATE**, at its option, may terminate services provided via this Attachment. **AT&T-22-STATE** shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 **AT&T-22-STATE** may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. **AT&T-22-STATE** may use security measures expressly allowed by the FCC. In addition, **AT&T-22-STATE** may impose security arrangements as stringent as the security arrangements **AT&T-22-STATE** maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, **AT&T-22-STATE** may impose the more stringent requirements. **AT&T-22-STATE** will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of **AT&T-22-STATE**'s equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

4.11.2 Collocator will conduct background checks of its employee and/or the **AT&T-22-STATE** AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

4.11.3 Collocator shall provide its employees and/or the **AT&T-22-STATE** AIS with picture

identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the **AT&T-22-STATE** Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. **AT&T-22-STATE** reserves the right to remove from an **AT&T-22-STATE** Premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of **AT&T-22-STATE**'s policies as outlined in the CLEC Security Training documents.

4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **AT&T-22-STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that **AT&T-22-STATE**'s own employees and authorized contractors must undergo. **AT&T-22-STATE** will not, however, require Collocator to receive security training from **AT&T-22-STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.

4.11.3.2 Collocator and **AT&T-22-STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **AT&T-22-STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **AT&T-22-STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **AT&T-22-STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **AT&T-22-STATE** property:

4.11.3.2.1 Theft or destruction of **AT&T-22-STATE**'s or Collocator's property;

4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **AT&T-22-STATE** property;

4.11.3.2.3 Threats or violent acts against other persons **on AT&T-22-STATE** property;

4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on **AT&T-22-STATE** property;

4.11.3.2.5 Permitting unauthorized persons access **to AT&T-22-STATE** or Collocator's equipment on **AT&T-22-STATE** property; and

4.11.3.2.6 Carrying a weapon on **AT&T-22-STATE** property

4.11.3.3 In addition, **AT&T-22-STATE** reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an **AT&T-22-STATE** Premises or involving **AT&T-22-STATE**'s or another Collocated Telecommunications Carrier's property or personnel, provided that **AT&T-22-STATE** shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with **AT&T-22-STATE**'s investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, **AT&T-22-STATE** reserves the right to bill

Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and **AT&T-22-STATE** will take appropriate disciplinary steps as determined by each Party to address any violations reported by **AT&T-22-STATE** or the Collocator

4.11.3.4 **AT&T-22-STATE** may use reasonable security measures to protect its equipment. In the event **AT&T-22-STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **AT&T-22-STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate **AT&T-22-STATE**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If **AT&T-22-STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around **AT&T-22-STATE**'s equipment at the time the price quote is given

4.11.3.4.1 **AT&T-22-STATE**'s construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to **AT&T-22-STATE**'s equipment. **AT&T-22-STATE**'s construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within **AT&T-22-STATE**'s space. To the extent that **AT&T-22-STATE** is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at **AT&T-22-STATE**'s expense.

4.11.3.4.2 **AT&T-22-STATE**'s enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **AT&T-22-STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with **AT&T-22-STATE** at a level equal in quality to that which **AT&T-22-STATE** obtains within its own network or **AT&T-22-STATE** provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude

the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.

5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 **AT&T-22-STATE** will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, **AT&T-22-STATE** may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to **AT&T-22-STATE** in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of **AT&T-22-STATE**'s property

5.2 Demarcation Point - **AT&T-22-STATE**

5.2.1 **AT&T-22-STATE** will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and **AT&T-22-STATE**'s network facilities. For DS0, DS1, DS3 and fiber terminations, **AT&T-22-STATE** shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an **AT&T-22-STATE** AIS Tier 1 to installing their interconnection cabling to the **AT&T-22-STATE** designated demarcation point .

5.2.2 The Physical Collocator or its **AT&T-22-STATE** AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its **AT&T-22-STATE** AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. **AT&T-22-STATE** will maintain the Virtual Collocation arrangement..

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 **AT&T-22-STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the **AT&T** CLEC On-line Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-22-STATE** within an Eligible Structure to be used by the Physical Collocator for the sole purpose

of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, **AT&T-22-STATE** will not provide the Physical Collocator with direct access to **AT&T-22-STATE**'s MDF, with the exception of the **AT&T-22-STATE**'s AIS Tier 1.

5.3.2.2 **AT&T-22-STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an **AT&T-22-STATE** Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by **AT&T-22-STATE** in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 **AT&T-22-STATE** will provide Shared Caged Collocation as set forth in the **AT&T** CLEC Online Handbook.. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the **AT&T-22-STATE** Premises is located within a leased space and **AT&T-22-STATE** is prohibited by said lease from offering such an option to the Physical Collocator. **AT&T-22-STATE** shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between **AT&T-22-STATE** and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between **AT&T-22-STATE** and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to **AT&T-22-STATE** for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the

Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to **AT&T-22-STATE** for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to **AT&T-22-STATE** to request the provisioning of interconnecting facilities between **AT&T-22-STATE** and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with **AT&T-22-STATE.**

5.3.5 Cageless Collocation:

5.3.5.1 **AT&T-22-STATE** will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. **AT&T-22-STATE** will provide space in single bay increments, including available space adjacent to or next to **AT&T-22-STATE**'s equipment as needed.

5.3.5.2 **AT&T-22-STATE** shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), **AT&T-22-STATE** shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation

5.4.1 Where Physical Collocation space within the **AT&T-22-STATE** CO is Legitimately Exhausted **AT&T-22-STATE** will permit the Physical Collocator to Physically Collocate on **AT&T-22-STATE**'s property in the Physical Collocator's adjacent structures similar to structures that **AT&T-22-STATE** uses to house Telecommunication Equipment, to the extent Technically Feasible.

5.4.2 **AT&T-22-STATE** and CLEC will mutually agree on the location of the designated space on **AT&T-22-STATE** premises where the Adjacent Structure will be placed. **AT&T-22-STATE** will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.

5.4.3 **AT&T-22-STATE** will offer the following increments of power to the Adjacent Structure:

5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or

5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-

300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.

5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.

5.4.5 **AT&T-22-STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.

5.4.6 **AT&T-22-STATE** shall permit the Physical Collocator to place its own equipment in compliance with Section 3.1.6.1, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's **AT&T-22-STATE** AIS. Accordingly, **AT&T-22-STATE** will not provide the Physical Collocator's personnel or agents with direct access to **AT&T-22-STATE** 's MDF, with the exception of the **AT&T-22-STATE**'s AIS Tier 1.

5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and **AT&T-22-STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.

5.4.9 In the event that interior space in an Eligible Structure becomes available, **AT&T-22-STATE** will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an **AT&T-22-STATE** Eligible Structure, **AT&T-22-STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have **AT&T-22-STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.

5.4.11 Adjacent On-site Planning Fee

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **AT&T-22-STATE** on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under section 251(c)(2) to **AT&T-22-STATE** or access to **AT&T-22-STATE** provided 251(c)(3) UNEs is ordered as set

forth in **AT&T-22-STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation. **AT&T-22-STATE** will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. **AT&T-22-STATE** will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 CLEC may request a space availability report prior to its application for Collocation space within **AT&T-22-STATE**'s Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T-22-STATE** is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the **AT&T** CLEC Online website. A space availability report does not reserve space at the **AT&T-22-STATE** Premises for which the space availability report was requested by CLEC.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 **AT&T-22-STATE** will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and **AT&T-22-STATE** will follow the Collocation Application ("Application") process in the **AT&T-22-STATE**'s Interconnector's Collocation Services Handbook at the **AT&T** CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via **AT&T-22-STATE**'s CLEC Online website and will pay **AT&T-22-STATE** an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing **AT&T-22-STATE** to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for **AT&T-22-STATE** to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, **AT&T-22-STATE** would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, **AT&T-22-STATE** will begin development of the quotation.

7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, **AT&T-22-STATE** shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. **AT&T-22-STATE** will not select for Collocator the type of Collocation to

be ordered.

7.2.3 All applicable NRCs are required to be paid to **AT&T-22-STATE** prior to the Collocation space being turned over to the Collocator. **AT&T-13-STATE** processes the payment of the aforementioned NRCs in two installments: 50% of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to **AT&T-13-STATE** with the remaining 50% payment due two weeks prior to the Collocation space turnover. **AT&T-9-STATE** will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application request if space is not available, **AT&T-22-STATE** will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If **AT&T-22-STATE** knows when additional Collocation space may become available at the **AT&T-22-STATE** CO requested by Collocator such information will be provided to Collocator in **AT&T-22-STATE**'s written denial of Collocation Space. **AT&T-22-STATE** in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.

7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When **AT&T-22-STATE**'s response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, **AT&T-22-STATE** will bill the applicable Application/ Planning fee

7.3.3 In the event of a denial, **AT&T-22-STATE** will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, **AT&T-22-STATE** will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI),

7.3.3.2 the identity of the requesting Collocator,

7.3.3.3 amount of space requested by the Collocator

7.3.3.4 the total amount of space at the **AT&T-22-STATE** premises

7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook)

7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines, if any,

7.3.3.7 CO rearrangement/expansion plans, if any,

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

7.3.4 In the event **AT&T-22-STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-22-STATE**'s designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **AT&T-22-STATE** representative and the representative the Collocator, who will participate in the tour.

7.3.6 **AT&T-22-STATE** will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. **AT&T-22-STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.

7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise **AT&T-22-STATE**. The Collocator and **AT&T-22-STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **AT&T-22-STATE** reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **AT&T-22-STATE** to justify the basis for any denial of collocation requests.

7.4 Revisions:

7.4.1 If a modification or revision is made to any information in the Application after **AT&T-22-STATE** has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. **AT&T-22-STATE** will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by **AT&T-22-STATE**.

7.4.2 Once **AT&T-22-STATE** has provided the BFFO/quote and CLEC has accepted and authorized **AT&T-22-STATE** to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

7.5 Augments

7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.

7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, **AT&T-22-STATE** will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, **AT&T-22-STATE** shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

7.5.3 Several types of Augments are identified in the Collocation section of the **AT&T** CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:

7.5.3.1 100 Copper cable pair connections

7.5.3.2 28 DS1 connections and/or

7.5.3.3 1 DS3 connections and/or

7.5.3.4 24 fiber connections

7.6 For all Augments other than provided above, **AT&T-22-STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in **AT&T-22-STATE**'s Interconnector's Collocation Services Handbook at the **AT&T** CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling

7.7.1 CLEC shall consult the **AT&T** CLEC On-Line Handbook for information regarding interval changes regarding Interconnection to and /or Power Cabling changes. CLEC must use an **AT&T-22-STATE** AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by **AT&T-22-STATE** when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. **AT&T-22-STATE** shall determine what modifications, if any, to the **AT&T-22-STATE** Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the **AT&T-22-STATE** Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

9.1 In the event that the Collocator cancels its Collocation Application after **AT&T-22-STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **AT&T-22-STATE** has been paid the entire amounts due under this Attachment, then in addition to other remedies that **AT&T-22-STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, **AT&T-22-STATE** will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, **AT&T-22-STATE** will notify the Physical Collocator that the Dedicated Space is ready for occupancy after **AT&T-22-STATE**'s completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by **AT&T-22-STATE** ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with **AT&T-22-STATE**. The

acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by **AT&T-22-STATE**. The agreed upon exceptions shall be corrected by **AT&T-22-STATE** by a mutually agreed upon date. The correction of these exceptions shall be at **AT&T-22-STATE**'s expense. .**AT&T-22-STATE** will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, **AT&T-22-STATE** will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within 15 calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, **AT&T-22-STATE** shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that **AT&T-22-STATE** is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.

10.5 If the Physical Collocator cancels or abandons its Collocation space in any of **AT&T-22-STATE** COs before **AT&T-22-STATE** has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.

10.6 The Physical Collocator shall notify **AT&T-22-STATE** in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either **AT&T-22-STATE**'s network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with **AT&T-22-STATE**'s network or to obtain access to **AT&T-22-STATE**'s 251(c)(3) UNEs. For the purpose of this Attachment, **AT&T-22-STATE** may refuse to accept any orders for cross-connects until it has received such notice from Physical the Collocator.

10.7 Early Space Acceptance

10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.

10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to **AT&T-22-STATE**'s network pursuant to Section 251(c)(2) or used to obtain access to **AT&T-22-STATE** 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt

of Notice that **AT&T-22-STATE** has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space

10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with **AT&T-22-STATE** to obtain access to **AT&T-22-STATE** 251(c)(3) UNEs meeting all the requirements of Section 5.15.0 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then **AT&T-22-STATE** has the right to reclaim the Dedicated Space. **AT&T-22-STATE** will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with **AT&T-22-STATE** or obtain access to **AT&T-22-STATE** 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

10.8.2 If the Physical Collocator causes **AT&T-22-STATE** to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay **AT&T-22-STATE** the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

11.0 Efficiently Used

11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to **AT&T-22-STATE**'s satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that **AT&T-22-STATE** holds Unused Space for future use.

11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g. DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **AT&T-22-STATE**.

12.0 Relocation

12.1 **AT&T-22-STATE** Requested Relocation:

12.1.1 When **AT&T-22-STATE** determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, **AT&T-22-STATE** will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.

12.1.2 If the relocation occurs for reasons other than an emergency, **AT&T-22-STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.

12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated

Space and/or the new Telecommunications Equipment Space . The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.

12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of **AT&T-22-STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in **AT&T-22-STATE**'s reasonable discretion.

12.1.5 A Collocator's presence in **AT&T-22-STATE** COs or adjacent space Collocation structures must not prevent **AT&T-22-STATE** from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, **AT&T-22-STATE** shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility. .

12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply..

12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation -

12.3.1 In the event Physical Collocation space was previously denied in an **AT&T-22-STATE** CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

12.3.2 Collocator must arrange with a **AT&T-22-STATE** AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation

Application requesting to terminate its existing Collocation Arrangement (see **AT&T**'s CLEC Online website for the appropriate form).

13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by **AT&T-22-STATE** (see Space Reassignment section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

13.1.3 Upon termination the Collocation Space will revert back to **AT&T-22-STATE**'s space inventory.

13.1.4 The Collocator shall return the Collocation space to **AT&T-22-STATE** in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.

13.1.5 Collocator's **AT&T-22-STATE** AIS shall be responsible for informing **AT&T-22-STATE** personnel of any required updates and/or changes to **AT&T-22-STATE**'s records that are required in accordance with **AT&T-22-STATE**'s TP specifications.

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.

13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by **AT&T-22-STATE** at the expense of the Collocator.

13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space

13.1.9 The Virtual Collocator will work cooperatively with **AT&T-22-STATE** to remove the Collocator's equipment and facilities via use of **AT&T-22-STATE** AIS from **AT&T-22-STATE**'s property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. **AT&T-22-STATE** is not responsible for and will not guarantee the condition of such equipment removed by any Party.

13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, **AT&T-22-STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **AT&T-22-STATE** instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of

AT&T-22-STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with **AT&T-22-STATE**.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date **AT&T-22-STATE** turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. **AT&T-22-STATE**'s obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date **AT&T-22-STATE** makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

13.2.1.4 Collocator Assignee will defend and indemnify **AT&T-22-STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**AT&T-22-STATE** equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold **AT&T-22-STATE** harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non- **AT&T-22-STATE** equipment and other items.

13.2.3 **AT&T-22-STATE** in its response to the Application will provide a price quote. Collocator Assignee must pay one-hundred percent (100%) of all NRCs in the price quote before **AT&T-22-STATE** begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, **AT&T-22-STATE** shall finish the work to convert the space within thirty (30) calendar days. **AT&T-22-STATE** and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security

application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that **AT&T-22-STATE** will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).

13.3 Interconnection Termination Reduction:

13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement .

13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. **AT&T-22-STATE** will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the **AT&T-22-STATE** rack level. Collocator must use the **AT&T-22-STATE** AIS for this procedure and **AT&T-22-STATE** AIS must follow the appropriate TP found on **AT&T**'s CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.

14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by **AT&T-22-STATE**, and leaving sufficient length of the cable in the manhole for **AT&T-22-STATE** to fully extend the Collocator-provided facilities to the designated point in the cable vault.

14.1.2.1 The Physical Collocator's **AT&T-22-STATE** AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.

14.1.2.2 For a Virtual Collocation arrangement **AT&T-22-STATE** will splice the Collocator provided entrance fiber to an **AT&T-22-STATE** fiber cable terminated on **AT&T-22-STATE**'s Fiber distribution frame.

14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying **AT&T-22-STATE,** no later than fifteen (15) calendar days prior to the end of the 120 calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.

14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the

transmission medium to the Dedicated Space for Physical or to the **AT&T-22-STATE** designated splice point for Virtual. In addition, **AT&T-22-STATE** requires this fiber to be yellow or black with yellow striped sheath.

14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to **AT&T-22-STATE** or the Commission that use of such cable will not impair **AT&T-22-STATE**'s ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).

14.6 **AT&T-22-STATE** shall provide a minimum of two separate points of entry into the Eligible Structure, where **AT&T-22-STATE** has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible.. Where such dual points of entry are not available, when **AT&T-22-STATE** performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and **AT&T-22-STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **AT&T-22-STATE** and the Collocator(s).

14.7 **AT&T-22-STATE** will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where **AT&T-22-STATE** also has access to more than two such entry points. Where **AT&T-22-STATE** performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and **AT&T-22-STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **AT&T-22-STATE** and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, Per cable Sheath

15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the **AT&T** CLEC On-Line Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

16.1 The Virtual Collocator will work cooperatively with **AT&T-22-STATE** to develop implementation plans including timelines associated with:

16.1.1 Placement of Collocator's fiber into the CO vault,

16.1.2 Location and completion of all splicing,

16.1.3 Completion of installation of equipment and facilities,

16.1.4 Removal of above facilities and equipment,

16.1.5 To the extent known, the Collocator can provide forecasted information to **AT&T-22-STATE** on anticipated additional Virtual Collocation requirements,

16.1.6 To the extent known, the Collocator is encouraged to provide **AT&T-22-STATE** with a listing of the equipment types that they plan to virtually collocate in **AT&T-22-STATE**'s COs or CEVs, huts and cabinets. This cooperative effort will insure that **AT&T-22-STATE** personnel are properly trained on Collocator equipment.

16.2 Installation of Virtual Collocation Equipment:

16.2.1 **AT&T-22-STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

16.2.2 **AT&T-22-STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.

16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by a **AT&T-22-STATE** AIS.

16.2.4 The Collocator and **AT&T-22-STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **AT&T-22-STATE** will cooperatively test the collocated equipment and facilities with the Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only

16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, **AT&T-22-STATE** may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to **AT&T-22-STATE** COs and **AT&T-22-STATE** CEVs, huts and cabinets and are applicable for all repairs performed by **AT&T-22-STATE** on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide **AT&T-22-STATE** with the location and identification of the equipment and a detailed description of the trouble.

16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-22-STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

16.3.4 The Collocator will request any and all maintenance by **AT&T-22-STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide **AT&T-22-STATE** with the location and identification of the equipment and a detailed description of the maintenance requested.

16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, **AT&T-22-STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **AT&T-22-STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, **AT&T-22-STATE** will permit the Collocator to construct, via an **AT&T-22-STATE** AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the

same reasonable safety requirements that **AT&T-22-STATE** imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an **AT&T-22-STATE** AIS Tier 1 to place the CLEC to CLEC connection.

17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The CLEC to CLEC connection shall utilize **AT&T-22-STATE** common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

18.0 Extraordinary Charges, Special Construction and Custom Work / ICB Charges:

18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by **AT&T-22-STATE** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

18.1.1 **AT&T-22-STATE** may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to **AT&T-22-STATE** commencing such work.

18.1.3 **AT&T-22-STATE** must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.

18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of **AT&T-22-STATE**'s price quote. Construction will not begin until receipt of the Collocator's signed acceptance.

18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-22-STATE** or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

19.1 In a CO **AT&T-22-STATE** shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an **AT&T-22-STATE** Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's **AT&T-22-STATE** AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an **AT&T-22-STATE** AIS Tier 1 to run the power distribution feeder cable from the **AT&T-22-STATE** Power Source to the equipment in Collocator's Collocation

arrangement. The **AT&T-22-STATE** AIS Tier 1 contracted by Collocator must provide **AT&T-22-STATE** with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). **AT&T-22-STATE** will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an **AT&T-22-STATE** AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's **AT&T-22-STATE** AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

19.2 **AT&T-22-STATE** will permit Collocator to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the **AT&T-22-STATE** Power source.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from **AT&T-22-STATE** or an equivalent panel provided by the Collocator's **AT&T-22-STATE** AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **AT&T-22-STATE** technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. **AT&T-22-STATE** provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as **AT&T-22-STATE** equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an **AT&T-22-STATE** AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the **AT&T-22-STATE** rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **AT&T-22-STATE** power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an **AT&T-22-STATE** BDFB or an **AT&T-22-STATE** power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply.

When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **AT&T-22-STATE** BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **AT&T-22-STATE** AIS Tier 1 to coordinate fuse changes at the **AT&T-22-STATE** BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the **AT&T-22-STATE** Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the Collocator must hire an **AT&T-22-STATE** AIS Tier 1 power supplier to coordinate the fuse changes at the **AT&T-22-STATE** power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **AT&T-22-STATE**'s BDFB (Battery Distribution Fuse Bay) or power plant, the **AT&T-22-STATE** AIS Tier 1 will perform the power cable removal work up to the rack level.. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the **AT&T-22-STATE** rack level. Collocator must use a **AT&T-22-STATE** AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation In CEV'S, HUTS And CABINETS

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other **AT&T-22-STATE** owned or controlled premises where Collocation is practical and Technically Feasible, e.g. where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment.

20.2 **AT&T-13-STATE** will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical

mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.

20.3 **AT&T-9-STATE** will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.

20.4 **AT&T-22-STATE**: RT Collocation Arrangements - **AT&T-22-STATE** shall make available -48V DC power for Collocator's RT Collocation arrangement at an **AT&T-22-STATE** power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

ATTACHMENT 4A

MICROWAVE ENTRANCE FACILITIES-COLLOCATION

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions applicable to **AT&T-22STATE** and CLEC for Microwave Entrance Facility collocation service (also referred to herein as "Microwave Entrance Facilities"). All requirements in the General Terms and Conditions and Attachment Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.

1.2 CLEC's Microwave Entrance Facilities. A description of CLEC's Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in Section 5 of the Microwave Attachment Entrance facilities are dedicated transmission facilities that connect ILEC and CLEC locations. Specifically, these locations must be either wire centers or switches.

1.3 As used herein, **AT&T-22STATE** ("AT&T-22STATE") means the applicable ILEC(s) from the following list:; AT&T Alabama, and/or AT&T Florida and/or, AT&T Georgia, and/or AT&T Kentucky, and/or AT&T Louisiana, and/or AT&T Mississippi and/or AT&T North Carolina and/or AT&T South Carolina and/or AT&T Tennessee. Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin .

1.4 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.

1.5 The prices at which **AT&T-22STATE** agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, Wisconsin, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and/or Tennessee until such time as costs and permanent cost-based rates may be determined by **AT&T-22STATE**.

2.0 Description

2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is allowed where technically practical and there is sufficient available space. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing **AT&T-22STATE**'s UNEs or interconnecting to **AT&T-22STATE**'s network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the CLEC's physical collocation arrangement in **AT&T-22STATE**'s central office. **AT&T-22STATE** will permit the collocation and use of microwave equipment necessary for interconnection or access to UNEs.

3.0 Application Process

3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an **AT&T-22STATE** premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each **AT&T-22STATE** premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same **AT&T-22STATE** premises.

3.2 If **AT&T-22STATE** concludes that Microwave Entrance Facilities are not practical for technical reasons or because of lack of available space for a rooftop or other suitable exterior space at an **AT&T-22STATE** premises requested by CLEC, **AT&T-22STATE** will provide CLEC with a written explanation of such technical or space impracticality according to the Application response interval, or in accordance with an agreed upon interval negotiated by the Parties. **AT&T-22STATE**'s explanation of technical impracticability may include, without

limitation, **AT&T-22STATE**'s known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4.0 Method Of Provisioning

4.1 Except where not practical for technical reasons or because of space limitations at **AT&T-22STATE'**s discretion, the following method for providing space for CLEC's microwave transmission entrance facilities will be made available to the CLEC. CLEC now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. Where a list of AT&T-22STATE's Tier 1 approved suppliers (Supplier) is available, CLEC must select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by CLEC if AT&T determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. When CLEC is using an AT&T-22STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by CLEC will comply with AT&T-22STATE's nondiscriminatory practices and procedures.

4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the CLEC OnLine website. The purpose of this Pre-Construction Site Visit is for CLEC to determine Line of Sight prior to the submission of an application for the **AT&T-22STATE** premises for which CLEC intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the **AT&T-22STATE** premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) Calendar days of **AT&T-22STATE**'s receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate mutually agreed **AT&T-22STATE** personnel visiting an **AT&T-22STATE** premises for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the **AT&T-22STATE** premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or **AT&T-22STATE** to provide, Microwave Entrance Facilities at a particular **AT&T-22STATE** premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, **AT&T-22STATE** will determine the feasibility and technical practicality of installing microwave equipment for the particular **AT&T-22STATE** premises requested based on the information provided by CLEC in the application submitted to **AT&T-22STATE**. If any travel expenses are incurred, the CLEC will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. CLEC will be charged for the reasonable costs incurred by **AT&T-22STATE** for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.

4.3 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for **AT&T-22STATE**'s personnel and/or the **AT&T-22STATE**'s Supplier(s) employed by **AT&T-22STATE**, whose time is spent reasonably reviewing any permitting materials that will be used by CLEC to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. **AT&T-22STATE** shall have final approval authority on all proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. **AT&T-22STATE** shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at **AT&T-22STATE** premises. The fee for **AT&T-22STATE** or **AT&T-22STATE's** Suppliers to reasonably review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by **AT&T-22STATE**, shall be assessed as an ICB charge that will be billed by **AT&T-22STATE** at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.

4.4 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested **AT&T-22STATE** premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to **AT&T-22STATE**. If CLEC, or CLEC's **AT&T-22STATE** Tier 1 approved supplier, has determined that a Pre-Construction Site Visit

is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to **AT&T-22STATE** prior to the submission of an application for physical collocation within the **AT&T-22STATE** premises, indicating the name(s) of the **AT&T-22STATE** premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2 , when CLEC requests a Pre-Construction Site Visit to determine line of sight.

4.4.1 If CLEC's **AT&T-22STATE** Tier 1 approved supplier is able to perform the structural analysis without visiting the requested **AT&T-22STATE** premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by **AT&T-22STATE**.

4.4.2 A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before **AT&T-22STATE** will process the collocation application for Microwave Entrance Facilities.

4.5 Roof Inspection. **AT&T-22STATE** may require a roof inspection at any **AT&T-22STATE** Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same **AT&T-22STATE** premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. CLEC will bear the cost of the inspection, including any travel costs incurred by **AT&T-22STATE**, as specified in Section 4.2 above. **AT&T-22STATE** will use an **AT&T-22STATE** approved supplier to perform this inspection. At **AT&T-22STATE**'s discretion, **AT&T-22STATE**'s personnel may accompany the **AT&T-22STATE** approved supplier. AT&T will limit the AT&T employees accompanying the **AT&T-22STATE** approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by **AT&T-22STATE** prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate **AT&T-22STATE** to allow Microwave Entrance Facilities at a particular **AT&T-22STATE**'s premises.

4.6 In addition, in each instance where a microwave entrance facility is requested by the CLEC, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by the CLEC and **AT&T-22STATE** within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of **AT&T-22STATE** and the CLEC for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and CLEC's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of the CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled according to the dispute Resolution language in the underlying Interconnection Agreement ("Agreement"). The Microwave equipment selected by the CLEC, must be compliant with Section 5. (AT&T Disagree always required) CLEC must provide to **AT&T-22STATE** a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC's antenna(e) and waveguide attachments. The CLEC must provide to AT&T-22STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines(Open is this the same as RF Compliance Study) specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

4.7 The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an **AT&T-22STATE** building. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to **AT&T-22STATE** prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

4.8 The CLEC is responsible for providing **AT&T-22STATE** with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once the CLEC's microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All **AT&T-22STATE** safety standards shall apply to the microwave entrance facility and associated antenna(e).

4.9 **AT&T-22STATE TOWER/STRUCTURE**

4.9.1 4.9.1 Where space is available and where technically practical, CLEC's AT&T-22STATE will provide the CLEC with antenna mounting space on the AT&T-22STATE microwave tower or support structure where the CLEC's physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically practical to construct such a structure, the structure shall be constructed at CLEC's expense.

4.9.1.1 Work performed on behalf of CLEC by an **AT&T-22STATE** Tier 1 approved supplier does not absolve CLEC from the overall responsibility for the installation, maintenance, repair and removal of all of its microwave equipment. The CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the CLEC does not perform the removal and restoration by the end of sixty (60) days, **AT&T-22STATE** may remove the equipment and restore the property at the CLEC's expense on a time and materials basis.

4.9.1.1.1 **AT&T-22STATE** reserves the right to control the roof penetration activity, on a case by case basis.

4.9.1.2 If the CLEC chooses to personally secure its equipment, it must first submit a proposal and design for **AT&T-22STATE**'s approval.

4.9.1.3 Where **AT&T-22STATE** has provided the CLEC a physical collocation arrangement within the eligible structure, the CLEC's radio equipment will be located in the CLEC's dedicated physical collocation arrangement. **AT&T-22STATE** will allow physical collocation of the CLEC's equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by **AT&T-22STATE**.

4.9.1.4 The CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. **AT&T-22STATE** must receive all copies of the required permits and license applications or grants pending before the applicable regulatory bodies, before **AT&T-22STATE** will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the **AT&T-22STATE**'s property at CLEC's expense. Mitigating circumstances will be evaluated on a case by case basis.

5.0 Equipment

5.1 The CLEC is responsible for providing a list of all microwave equipment to be installed to **AT&T-22STATE** with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by CLEC must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. Requests for subsequent microwave equipment installation must be provided by the CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the CLEC will submit an Equipment Review Request Form (ERRF).

5.2 CLEC retains title to all microwave equipment installed pursuant to this Attachment Microwave.

6.0 Liability

6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to **AT&T-22STATE** or other CLEC's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including CLEC's installation, operation, or maintenance or **AT&T-22STATE**'s inspection of the microwave and related equipment on the rooftop of the premises and as set fourth in Section 5.1 ("Equipment") of this Attachment, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7.0 Additional Terms And Conditions

7.1 In addition to other information required by this Attachment, the CLEC requesting microwave collocation will provide upon request, the following information before **AT&T-22STATE** can consider the CLEC's application for such collocation:

7.1.1 The specific types of equipment the CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Attachment.

7.1.2 A description and diagram of how the CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the CLEC 's network to the **AT&T-22STATE** ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the **AT&T-22STATE** ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1, 3.1, 4.1, and other sections of this Attachment.

7.1.3 Information that enables **AT&T-22STATE** to confirm that the Z location(s) are part of the CLEC's network as opposed to customer location. CLEC may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.

7.1.4 CLEC agrees to work cooperatively with **AT&T-22STATE** to provide clarity concerning any of the information it provides pursuant to Section 9.

8.0 Premises

8.1 Attachment and Premises. CLEC will be required to execute a separate Attachment in the form of Exhibit 1 that identifies the **AT&T-22STATE** Premises, which is attached hereto and incorporated hereby, and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9.0 Use Of Premises

9.1 Use. The Premises, as identified in Exhibit 1 to this Attachment, may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.

9.2 RF Compliance. CLEC agrees to comply with the Federal Communications ("FCC") radio frequency ("RF") exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to **AT&T-22STATE** for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC's proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLEC's Microwave Entrance Facilities, **AT&T-22STATE** and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur with the additional use of **AT&T-22STATE**'s Property by CLEC, then CLEC shall promptly correct the MPE to appropriate levels and/or implement reasonable measures

at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided **AT&T-22STATE** agrees to such measures. If CLEC fails to comply with this Section **AT&T-22STATE**, at its sole discretion,, may terminate the Attachment upon written notice

9.3 Line of Sight: **AT&T-22STATE** will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each **AT&T-22STATE** premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by **AT&T-22STATE**, where technically practical, but **AT&T-22STATE** offers no guarantee that unobstructed line of sight is available for the **AT&T-22STATE** premises requested by CLEC. **AT&T-22STATE** will work cooperatively with CLEC in determining a suitable space for CLEC's equipment on the rooftop or other suitable exterior space for the requested **AT&T-22STATE** premises. If **AT&T-22STATE** requires a building enhancement or modification that obstructs CLEC's existing line of sight or, placement of additional equipment that has no reasonable alternative placement available other than one that obstructs CLEC's existing line of sight, **AT&T-22STATE** will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount.

9.3.1 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the third party's application will be denied unless all three parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight, not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 9.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

9.4 Structural Modifications: CLEC will be responsible for the costs associated with any necessary structural modifications or reinforcements necessary to accommodate CLEC's microwave entrance facilities. CLEC will also be responsible for the costs associated with resultant lighting and / marking additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. **AT&T-22STATE** will not be responsible for moving CLEC's antenna(e) mount(s), if **AT&T-22STATE** determines that a vertical building addition is needed due to space exhaust in particular **AT&T-22STATE** premises. **AT&T-22STATE** shall notify CLEC six (6) months prior to the start of an **AT&T-22STATE** premises building addition so that CLEC can arrange, at its sole expense, for CLEC's **AT&T-22STATE** Tier 1 approved supplier to remove its Microwave Entrance Facilities from the **AT&T-22STATE** premises. Such notification will include construction drawings of the proposed addition, where available. **AT&T-22STATE** shall notify CLEC six (6) months prior to the start of an **AT&T-22STATE** premises building addition during CLEC's application process.

10.0 Pre-Design Meeting

10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT**&T-22STATE** and CLEC will commence within a maximum of thirty (30) calendar days from **AT&T-22STATE**'s receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, **AT&T-22STATE** and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to **AT&T-22STATE**'s provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for **AT&T-22STATE**'s review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11.0 Security Access

11.1 Where a secured common corridor exists, **AT&T-22STATE** shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to **AT&T-22STATE**'s access and security regulations, rules or policies.

11.2 CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of **AT&T-22STATE** or others.

11.3 Notwithstanding the above, **AT&T-22STATE** shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.

11.3.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the **AT&T-22STATE** Collocation Attachment.

12.0 Antenna Placement

12.1 CLEC and AT&T-22STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Attachment. Each antenna may be used for a single Z location. CLEC request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, CLEC may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13.0 Antenna Support Structure Lighting And Marking

13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every 3 years.

13.2 For marking and/or lighting systems, **AT&T-22STATE** will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If **AT&T-22STATE** reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify CLEC and **AT&T-22STATE** will restore marking and/or lighting to its required condition and charge CLEC for same.

13.3 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14.0 Utility Connections

14.1 All Microwave Entrance Facility power requirements will be provided through the CLEC's collocation arrangement.

15.0 Co-Development

15.1 Notwithstanding any other provision of this Attachment, CLEC hereby acknowledges that **AT&T-22STATE** may have existing Microwave Entrance Facilities of its own, or of other tenants or CLECs on or at **AT&T-22STATE**'s Property, and/or **AT&T-22STATE** may from time to time throughout the Attachment term enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at **AT&T-22STATE**'s property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECS. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with **AT&T-22STATE** and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to **AT&T-22STATE**'s property including utility connections and access. CLEC shall use its best efforts to coordinate with **AT&T-22STATE** and other CLECs when requested with respect to determining the location of the CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or

improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16.0 Equipment Removal

16.1 If, at any time, **AT&T-22STATE** determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Attachment, AT&T will provide written notice of its determination and documentation supporting such determination to CLEC. If CLEC fails to correct any non-compliance with these standards, fails to demonstrate to AT&T's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T, **AT&T-22STATE** may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an **AT&T-22STATE** Tier 1 approved supplier. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire **AT&T-22STATE**'s approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the **AT&T-22STATE** premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

17.0 Intereference With Communication

17.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on **AT&T-22STATE**'s property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to **AT&T-22STATE**'s Pre-existing Communications. If, despite CLEC's best efforts, the interference or disruption to **AT&T-22STATE**'s Pre-existing Communications continues and can reasonably be attributed to CLEC's operations, then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to **AT&T-22STATE**'s reasonable satisfaction. If CLEC cannot permanently correct such interference to **AT&T-22STATE**'s satisfaction within ten (10) calendar days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time), then **AT&T-22STATE** may thereafter require CLEC to cease its microwave operations at the impacted location If CLEC is required to cease its microwave operations at the impacted location, then upon CLEC's request, AT&T will provision, if technically practical, type 2 terrestrial facilities at CLEC's expense.

17.2 **AT&T-22STATE** shall not permit (and shall not permit any third party) the use of any portion of **AT&T-22STATE**'s property in a way which materially or adversely interferes with the rights of CLEC hereunder, subject to **AT&T-22STATE**'s superior right to use and operate **AT&T-22STATE**'s property for its benefit. If any such interference occurs, CLEC shall notify **AT&T-22STATE**. Without limiting any of CLEC's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, **AT&T-22STATE** shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then **AT&T-22STATE** must take all necessary steps to remove the interference or terminate that third party grant of rights. **AT&T-22STATE** and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on **AT&T-22STATE**'s property.

17.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the CLEC's supplier determines that in its opinion **AT&T-22STATE** is responsible for the interference, the CLEC shall contact their **AT&T-22STATE** representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the CLEC.

18.0 Taxes

18.1 CLEC shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set fourth in Section 5.1 of this Attachment. Whenever possible, CLEC shall cause all such items to be assessed and billed separately from the property of **AT&T-22STATE**. In the event any such items shall be assessed and billed with the property of **AT&T-22STATE**, CLEC shall pay **AT&T-22STATE** its share of such

taxes, charges or other governmental impositions within thirty (30) days after **AT&T-22STATE** delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to CLEC's property.

19.0 Termination

19.1 By CLEC: This Attachment or any Appendix hereunder may be terminated by CLEC without further liability on thirty (30) calendar days prior written notice

(i) upon a default of any covenant, condition, or term hereof by **AT&T-22STATE**, which default is not cured within sixty (60) calendar days of receipt of written notice of default;

(ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

(iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.

19.2 By **AT&T-22STATE**: This Attachment may be terminated by **AT&T-22STATE** without further liability, and/or **AT&T-22STATE** may elect to deny approval to enter into any new Attachment on thirty (30) calendar days prior written notice:

(i) upon a default of any covenant, condition, or term hereof (including the terms of this Attachment by CLEC, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) calendar days of receipt of written notice of default;

(ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

(iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

(iv) if CLEC shall fail to permanently terminate interference as required under Section 18.

20.0 Surrender

20.1 Upon the expiration or termination of the applicable Attachment, CLEC shall surrender the Premises to **AT&T-22STATE** in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to **AT&T-22STATE**'s reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, **AT&T-22STATE** shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of CLEC with respect to it shall cease. CLEC shall be liable to **AT&T-22STATE** for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by **AT&T-22STATE**.

21.0 Destruction Of Premises

21.1 If the Premises or **AT&T-22STATE**'s Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying **AT&T-22STATE** no more than thirty (30) calendar days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not

survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22.0 Condemnation

22.1 If a condemning authority takes all of **AT&T-22STATE**'s Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in **AT&T-22STATE**'s Property, CLEC shall not be entitled to make a claim against the condemning authority or **AT&T-22STATE** for just compensation for any property interest or bonus value of this Attachment. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning author

23.0 Miscellaneous

23.1 Severability. If any provision of this Attachment is invalid or unenforceable with respect to any party the remainder of this Attachment or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Attachment shall be valid and enforceable to the fullest extent permitted by law.

23.2 No Offer. Under no circumstances shall delivery of this Attachment be deemed to create an option or reservation for the benefit of CLEC unless and until this Attachment has been duly executed by **AT&T-22STATE**. This Attachment shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to CLEC. **AT&T-22STATE** reserves the right to reject this Attachment any time prior to delivery of a fully executed copy of this Attachment to CLEC. No act or omission of any agent or employee of **AT&T-22STATE** or **AT&T-22STATE**'s broker or managing agent shall alter, change or modify any of the provisions of this paragraph**.**

24.0 Clec Contracts For Design And Construction Drawings And Construction Directly With The At&T-22state Approved Supplier

24.1 CLEC shall provide **AT&T-22STATE** with CLEC's proposed design and construction Appendix and the **AT&T-22STATE**'s Supplier they have agreed to use.

24.2 CLEC shall provide **AT&T-22STATE** the Site Plan prepared by an **AT&T-22STATE**'s Supplier for **AT&T-22STATE**'s approval, which will not be unreasonably withheld.

24.3 Upon **AT&T-22STATE**'s approval of the Site Plan, CLEC shall have an **AT&T-22STATE**'s Supplier prepare the construction drawings for **AT&T-22STATE**'s approval, which will not be unreasonably withheld.

24.4 Upon approval by **AT&T-22STATE**, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides **AT&T-22STATE** with a copy of the building permit.

24.5 Change Orders. Any changes requested by **AT&T-22STATE**, CLEC, Contractor or Supplier shall be subject to the following provisions:

(i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the **AT&T-22STATE** and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) Any request for a material change shall be accompanied by **AT&T-22STATE** or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;

(iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the **AT&T-22STATE** and CLEC prior to implementation of the change;

(iv) As soon as reasonably possible after receipt of a written change request from either party, the **AT&T-22STATE** or CLEC who receives a request to make a change shall have up to five (5) Calendar days to approve or disapprove of the request. If such party fails to respond within the five (5) Calendar day period, the request and associated amended Estimate shall be deemed approved;

24.6 Reimbursement to **AT&T-22STATE** for **AT&T-22STATE** Employees and **AT&T-22STATE** Suppliers Time. CLEC shall pay **AT&T-22STATE** a reimbursement charge. This charge shall equal the sum of the hourly charges for the **AT&T-22STATE** Supplier(s) employed by **AT&T-22STATE** and **AT&T-22STATE** employees (a) to review CLEC's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) to review CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, to supervise CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by **AT&T-22STATE** Suppliers and employed by **AT&T-22STATE**, employees.

24.7 The estimated amount shall be invoiced to CLEC at the time the Work Appendix is provided to CLEC and fifty percent (50%) payment by CLEC shall be due within thirty (30) days. The second fifty percent (50%) payment shall be due prior to job construction. **AT&T-22STATE** shall seek pre-approval from CLEC via written notice for an increase in its good-faith estimate. CLEC shall have 30 days to either accept the new estimate or to inform AT&T that it wishes to cancel its application. CLEC shall be responsible for payment of all pre-approved costs incurred by **AT&T-22STATE** up to the point when the cancellation is received.

24.8 Supervision of CLEC's Supplier. The charge for supervision of CLEC's supplier shall equal the sum of the hourly charges of any **AT&T-22STATE** employees or **AT&T-22STATE** Suppliers that are employed by **AT&T-22STATE** to reasonably monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if **AT&T-22STATE**, at **AT&T-22STATE**'s discretion, determines that such supervision is necessary. The fee for supervision by an **AT&T-22STATE** employee or **AT&T-22STATE** Supplier employed by **AT&T-22STATE** shall be assessed as an ICB charge and billed by **AT&T-22STATE** as soon as reasonably possible following the charges being incurred.

24.9 Bonding and Grounding. CLEC's **AT&T-22STATE** approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect **AT&T-22STATE**'s equipment or other occupants' equipment located in the **AT&T-22STATE** premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to **AT&T-22STATE**'s technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement beyond what would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

24.10 Special Security Construction. If **AT&T-22STATE** reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and CLEC prefers to obtain such secured access rather than use escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by **AT&T-22STATE** at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.

25.0 Title To Facilities And Improvements

25.1 Title to CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with the CLEC as the property of CLEC and shall not become fixtures to **AT&T-22STATE**'s Property.

25.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements as they are at the time of execution of this Attachment and as they may change from time-to-time:

25.2.1 Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1

25.2.2 FCC OET Bulletin 65, dated 08/97

25.2.3 **AT&T-22STATE** Engineering and Installation Standards

25.2.4 American National Standards Institute:

25.2.5 Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002

25.2.5.1 Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003

25.2.6 All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

26.0 Closeout

26.1 CLEC shall provide **AT&T-22STATE**, at no cost to **AT&T-22STATE**, with record drawings ("Record Drawings") ninety (90) calendar days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built drawings provided to the CLEC or its agents by the Supplier. CLEC shall provide **AT&T-22STATE** the Record Drawings in the following formats:

26.1.1 One set saved in AutoCAD 2000i on CD-ROM.

26.1.2 Three sets of full size blueprints or bond prints.

26.1.3 Two sets of half size bond prints.

26.1.4 **NOTE:** If CLEC fails to provide complete as built Record Drawings within the 90 calendar day interval, AT&T will provide CLEC fifteen (15) calendar days written notice that failure to provide such Record Drawings is grounds for termination pursuant to Section 21.2(i) of this Appendix. Such failure shall be deemed a breach of the Appendix, and **AT&T-22STATE** will have the option of terminating the microwave collocation application. All costs incurred to be paid by CLEC or to enter a contract with an approved supplier to create the required drawings and all charges will be billed to the CLEC. AT&T will contact the CLEC before the application is terminated.

27.0 Cooperation

27.1 **AT&T-22STATE** and CLEC each shall cooperate with the Contractors and Suppliers in the completion and performance of the Work.

28.0 Walkthrough

28.1 Within five (5) Calendar days following substantial completion of the Work, **AT&T-22STATE** and CLEC shall conduct a walkthrough of the Premises, including testing of the CLEC's Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. **AT&T-22STATE** or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) calendar days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, **AT&T-22STATE** and CLEC shall conduct another walkthrough and testing of CLEC's Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

29.0 Subsequent Alterations

29.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Attachment.

EXHIBIT I

DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy **AT&T-22STATE**'s property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by **AT&T-22STATE**, after consulting CLEC, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of **AT&T-22STATE**'s property.

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

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	Per Amp	Per Amp	**C1FWA**	$9.80	
31	**FIBER CABLE PLACEMENT**				
32	**Central Office:**				
33	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
34	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
35	**MISCELLANEOUS & OPTIONAL COST:**				
36	**MISCELLANEOUS COSTS**				
37	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
38	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
39	Space Availability Report	Per Premise	**NRFCQ**		$168.04
40	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
41	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
42	**CAGE COMMON COSTS**				
43	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	**NRL6O**		$5.29
44	**INTERCONNECTION COSTS:**				
45	**ILEC TO CLEC CONNECTION**				
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
53	**CLEC TO CLEC CONNECTION**				
54	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
55	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
56	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
57	Route Design		**NRFCX**		$424.88
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
59	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
60	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
61	**TIME SENSITIVE ACTIVITIES**				
62	**PRE-VISITS**				
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
64	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
65	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
66	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
67	**CONSTRUCTION VISITS**				
68	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
70					

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
71	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
72	**REAL ESTATE**				
73	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8GCE**		$9.28
74	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8GCF**		$19.56
75	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8GCD**	$5.97	
76	**COMMON SYSTEMS**				
77	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8GCG**	$0.44	$59.86
78	**PLANNING**				
79	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
80	Planning	Per Request	**NRFCD**		$5,244.43
81	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
82	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
83	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
84	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
85	**POWER PROVISIONING**				
86	**Power Panel:**				
87	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
88	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
89	**Power Cable and Infrastructure:**				
90	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
91	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCU**	$7.74	$1,570.84
92	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
93	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
94	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCV**	$9.57	$1,954.85
95	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCW**	$11.39	$2,344.44
96	**Equipment Grounding:**				
97	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8GDA**	$0.03	$0.92
98	**DC POWER AMPERAGE CHARGE**				
99	Per Amp	Per Amp	**C1FWA**	$9.80	
100	**FIBER CABLE PLACEMENT**				
101	**Central Office:**				
102	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	**S8GDD**	$8.76	
104	**MISCELLANEOUS & OPTIONAL COST:**				
105	**MISCELLANEOUS COSTS**				
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
107	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
108	Space Availability Report	Per Premise	**NRFCQ**		$168.04
109	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
110	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
111	**CAGE COMMON COSTS**				
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	**S8GCH**	$0.27	$19.70
113	**INTERCONNECTION COSTS:**				
114	**ILEC TO CLEC CONNECTION**				
115	Voice Grade Arrangement	100 Copper Pairs	**S8GD4**	$4.92	$1,027.16
116	Voice Grade Arrangement	100 Shielded Pairs	**S8GD5**	$4.92	$1,027.16
117	DS1 Arrangement - DCS	28 DS1	**S8GDK**	$297.44	$3,613.06
118	DS1 Arrangement - DSX	28 DS1	**S8GDP**	$9.79	$1,346.48
119	DS3 Arrangement - DCS	1 DS3	**S8GDV**	$115.58	$2,181.58
120	DS3 Arrangement - DSX	1 DS3	**S8GDZ**	$7.14	$603.89
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	**S8GED**	$6.55	$1,779.78
122	**CLEC TO CLEC CONNECTION**				
123	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
124	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
125	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
126	Route Design		**NRFCX**		$424.88
127	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
128	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
129	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
130	**TIME SENSITIVE ACTIVITIES**				
131	**PRE-VISITS**				
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
133	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
134	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
135	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
136	**CONSTRUCTION VISITS**				
137	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
139					
140	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
141	**REAL ESTATE**				
142	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
143	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
144	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8F9C**	$64.21	

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
145	**COMMON SYSTEMS**				
146	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8FWE**	$9.35	$760.45
147	**PLANNING**				
148	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
149	Planning	Per Request	**NRFCJ**		$4,601.93
150	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
151	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
152	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
153	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
154	**POWER PROVISIONING**				
155	**Power Panel:**				
156	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
157	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
158	**Power Cable and Infrastructure:**				
159	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
160	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F34**	$0.25	$48.23
161	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
162	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F35**	$0.25	$48.23
163	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F36**	$0.25	$48.23
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
166	**Equipment Grounding:**				
167	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
168	**DC POWER AMPERAGE CHARGE**				
169	Per Amp	Per Amp	**C1FWA**	$9.80	
170	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
171	**FIBER CABLE PLACEMENT**				
172	**Central Office:**				
173	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
174	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
175	**CEV, HUT & Cabinets:**				
176	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
177	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
178	**MISCELLANEOUS & OPTIONAL COST:**				
179	**MISCELLANEOUS COSTS**				
180	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
181	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
182	Space Availability Report	Per Premise	**NRFCQ**		$168.04
183	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
184	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
185	**CAGELESS / POT BAY OPTIONS**				
186	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
187	Non-Standard Cabinet Bay	Each (CLEC Provided)	**NONE**		
188	VF/DS0 Termination Panel	Each (CLEC Provided)	**NONE**		
189	VF/DS0 Termination Module	Each (CLEC Provided)	**NONE**		
190	DDP-1 Panel	Each (CLEC Provided)	**NONE**		
191	DDP-1 Jack Access Card	Each (CLEC Provided)	**NONE**		
192	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	**NONE**		
193	DS3 Interconnect Module	Each (CLEC Provided)	**NONE**		
194	Fiber Optic Splitter Panel	Each (CLEC Provided)	**NONE**		
195	Fiber Termination Dual Module	Each (CLEC Provided)	**NONE**		
196	**CEV, HUT, CABINET**				
197	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
198	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
199	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
200	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
201	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
202	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
203	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	
204	**INTERCONNECTION COSTS:**				
205	**ILEC TO CLEC CONNECTION**				
206	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
207	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
208	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
209	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
210	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
211	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
212	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
213	**CLEC TO CLEC CONNECTION**				
214	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
215	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
216	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
217	Route Design		**NRFCX**		$424.88
218	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFL**	$0.18	$0.00
219	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFM**	$0.12	$0.00
220	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFN**	$0.31	$0.00

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
221	**PROJECT MANAGEMENT**				
222	**CEV, HUT & CABINET**				
223	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
224	**TIME SENSITIVE ACTIVITIES**				
225	**PRE-VISITS**				
226	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
227	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
228	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
229	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
230	**CONSTRUCTION VISITS**				
231	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
232	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
233					
234	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS**				
235	**REAL ESTATE**				
236	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8GCL**		$92.81
237	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8GCN**		$195.57
238	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	**S8GCK**	$64.21	
239	**COMMON SYSTEMS**				
240	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	**S8GCM**	$9.35	$760.45
241	**PLANNING**				
242	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	**S8GCB**	$1.13	$75.54
243	Planning	Per Request	**NRFCJ**		$4,601.93
244	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
245	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
246	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
247	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
248	**POWER PROVISIONING**				
249	**Power Panel:**				
250	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
251	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
252	**Power Cable and Infrastructure:**				
253	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3D**	$5.83	$2,100.33
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GCX**	$7.74	$2,262.52
255	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3E**	$8.35	$2,424.71
256	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3F**	$8.96	$2,586.91
257	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GCY**	$9.57	$2,749.10
258	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GCZ**	$11.39	$3,236.32
259	**Equipment Grounding:**				
260	Ground Cable Placement	Per Frame	**S8GDB**	$0.33	$15.32
261	**DC POWER AMPERAGE CHARGE**				
262	Per Amp	Per Amp	**C1FWA**	$9.80	
263	**DC POWER AMPERAGE CHARGE**				
264	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8GCT**	$1.27	
265	**FIBER CABLE PLACEMENT**				
266	**Central Office:**				
267	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
268	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
269	**CEV, HUT & Cabinets:**				
270	Fiber Cable Placement	Per Fiber Cable Sheath	**S8GDH**		$53.58
271	Entrance Conduit	Per Fiber Cable Sheath	**S8GDJ**	$2.61	
272	**MISCELLANEOUS & OPTIONAL COST:**				
273	**MISCELLANEOUS COSTS**				
274	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
275	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
276	Space Availability Report	Per Premise	**NRFCQ**		$168.04
277	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
278	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
279	**CAGELESS / POT BAY OPTIONS**				
280	Standard Equipment Bay	Each	**NRFCO**	$8.89	$721.28
281	Non-Standard Cabinet Bay	Each	**NRFCP**	$17.78	$3,470.81
282	VF/DS0 Termination Panel/Module	Each	**S8GE5**	$3.10	$605.64
283	DDP-1 Panel/Jack Access Card	Each	**S8GE6**	$8.08	$1,576.65
284	DS3/STS-1 Interconnect Panel	Each	**S8GE7**	$2.38	$465.47
285	DS3 Interconnect Module	Each	**S8GE8**	$0.45	$87.35
286	Fiber Optic Splitter Panel	Each	**S8GE9**	$1.52	$297.00
287	Fiber Termination Dual Module	Each	**S8GFA**	$1.37	$267.88
288	**CEV, HUT, CABINET**				
289	24 Foot CEV	2 Inch Mounting Space	**S8GE3**	$1.64	
290	16 Foot CEV	2 Inch Mounting Space	**S8GE4**	$1.77	
291	Maxi-Hut	2 Inch Mounting Space	**S8GE1**	$0.77	
292	Mini-Hut	2 Inch Mounting Space	**S8GE2**	$1.33	
293	Large Cabinet	2 Inch Mounting Space	**S8GEX**	$1.63	
294	Medium Cabinet	2 Inch Mounting Space	**S8GEY**	$2.19	
295	Small Cabinet	2 Inch Mounting Space	**S8GEZ**	$3.29	

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

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
296	**INTERCONNECTION COSTS:**				
297	**ILEC TO CLEC CONNECTION**				
298	Voice Grade Arrangement	100 Copper Pairs	**S8GD6**	$4.92	$1,027.16
299	Voice Grade Arrangement	100 Shielded Pairs	**S8GD7**	$4.92	$1,027.16
300	DS1 Arrangement - DCS	28 DS1	**S8GDL**	$297.44	$3,613.06
301	DS1 Arrangement - DSX	28 DS1	**S8GDQ**	$9.79	$1,346.48
302	DS3 Arrangement - DCS	1 DS3	**S8GDW**	$115.58	$2,181.58
303	DS3 Arrangement - DSX	1 DS3	**S8GD1**	$7.14	$603.89
304	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEE**	$6.55	$1,779.78
305	**CLEC TO CLEC CONNECTION**				
306	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
307	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
308	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
309	Route Design		**NRFCX**		$424.88
310	Connection for DS1	Per 28 Circuits	**S8GFC**	$1.41	$982.35
311	Connection for DS3	Per Circuit	**S8GFD**	$1.30	$433.86
312	Connection for Optical (Fiber)	Per Cable	**S8GFB**	$1.38	$1,404.07
313	**PROJECT MANAGEMENT**				
314	**CEV, HUT & CABINET**				
315	Project Coordination	Per CLEC Application	**NRFCK**		$631.17
316	**TIME SENSITIVE ACTIVITIES**				
317	**PRE-VISITS**				
318	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
319	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
320	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
321	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
322	**CONSTRUCTION VISITS**				
323	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
324	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
325					
326	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
327	**REAL ESTATE**				
328	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	**S8FWC**		$92.81
329	Safety & Security	Per Frame (Standard Bay=10 sq ft)	**S8FWG**		$195.57
330	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
331	**COMMON SYSTEMS**				
332	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
333	**PLANNING**				
334	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
335	Planning	Per Request	**NRFCJ**		$4,601.93
336	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
337	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
338	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
339	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
340	**POWER PROVISIONING**				
341	**Power Panel:**				
342	50 Amp	Per Power Panel (CLEC provides)	**NONE**		
343	200 Amp	Per Power Panel (CLEC provides)	**NONE**		
344	**Power Cable and Infrastructure:**				
345	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
346	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
347	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
348	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
349	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
350	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
351	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
352	**Equipment Grounding:**				
353	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
354	**DC POWER AMPERAGE CHARGE**				
355	Per Amp	Per Amp	**C1FWA**	$9.80	
356	**FIBER CABLE PLACEMENT**				
357	**Central Office:**				
358	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
359	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
360	**MISCELLANEOUS & OPTIONAL COST:**				
361	**MISCELLANEOUS COSTS**				
362	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8F45**	$0.08	$14.81
363	Bits Timing	Based on two (2) leads per circuit	**S8FQT**	$3.58	$698.82
364	Space Availability Report	Per Premise	**NRFCQ**		$168.04
365	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
366	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
367	**CAGE COMMON COSTS**				
368	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
369	**INTERCONNECTION COSTS:**				
370	**ILEC TO CLEC CONNECTION**				
371	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F3E**	$3.86	$156.02
372	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWV**	$3.86	$156.02
373	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F2J**	$295.42	$3,105.79
374	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F2P**	$6.07	$486.89
375	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F21**	$115.30	$1,809.40
376	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F25**	$5.69	$116.67
377	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F49**	$3.76	$495.49
378					
379	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON**				
380	**REAL ESTATE**				
381	Site Conditioning	Per Bay	**S8GCL**		$92.81
382	Safety & Security	Per Frame	**S8GCN**		$195.57
383	Floor Space Usage	Per Linear Foot	**S8GCO**	$24.87	
384	**COMMON SYSTEMS**				
385	Common Systems - Common	Per Linear Foot	**S8GCP**	$3.62	$294.37
386	**PLANNING**				
387	Planning - Central Office	Per Linear Foot	**S8GCC**	$0.44	$29.24
388	Planning	Per Request	**NRFCJ**		$4,601.93
389	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
390	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
391	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
392	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
393	**POWER PROVISIONING**				
394	**Power Panel:**				
395	50 Amp	Per Power Panel	**S8GC8**	$15.77	$3,079.47
396	200 Amp	Per Power Panel	**S8GC9**	$18.75	$3,659.46
397	**Power Cable and Infrastructure:**				
398	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3A**	$5.83	$1,378.83
399	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8GC1**	$7.74	$1,570.84
400	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3B**	$8.35	$1,700.70
401	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3C**	$8.96	$1,830.56
402	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8GC2**	$9.57	$1,954.85
403	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	**S8GC3**	$11.39	$2,344.44
404	**Equipment Grounding:**				
405	Ground Cable Placement	Per Linear Foot	**S8GDC**	$0.13	$5.93
406	**DC POWER AMPERAGE CHARGE**				
407	Per Amp	Per Amp	**C1FWA**	$9.80	
408	**FIBER CABLE PLACEMENT**				
409	**Central Office:**				
410	Fiber Cable	Per Fiber Cable Sheath	**S8GDE**	$4.85	$1,619.88
411	Entrance Conduit	Per Fiber Cable Sheath	**S8GDD**	$8.76	
412	**MISCELLANEOUS & OPTIONAL COST:**				
413	**MISCELLANEOUS COSTS**				
414	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8GEK**	$0.08	$14.81
415	Bits Timing	Based on two (2) leads per circuit	**S8GEJ**	$3.58	$698.82
416	Space Availability Report	Per Premise	**NRFCQ**		$168.04
417	Security Access / ID Cards	Per Five Cards	**NRFCM**		$123.35
418	Security Access / ID Cards/Expedite	Per Five Cards	**NRFCN**		$203.35
419	**CAGE COMMON COSTS**				
420	Cage Preparation	Per Linear Foot	**S8GCJ**	$1.00	$157.00
421	**INTERCONNECTION COSTS:**				
422	**ILEC TO CLEC CONNECTION**				
423	Voice Grade Arrangement	100 Copper Pairs	**S8GD8**	$4.92	$1,027.16
424	Voice Grade Arrangement	100 Shielded Pairs	**S8GD9**	$4.92	$1,027.16
425	DS1 Arrangement - DCS	28 DS1	**S8GDM**	$297.44	$3,613.06
426	DS1 Arrangement - DSX	28 DS1	**S8GDR**	$9.79	$1,346.48
427	DS3 Arrangement - DCS	1 DS3	**S8GDX**	$115.58	$2,181.58
428	DS3 Arrangement - DSX	1 DS3	**S8GD2**	$7.14	$603.89
429	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8GEF**	$6.55	$1,779.78
430					
431	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
432	**REAL ESTATE**				
433	Site Conditioning	Per Frame	**S8FX5**		$92.81
434	Safety & Security	Per Frame	**S8FX6**		$195.57
435	Floor Space Usage	Per Frame	**S8F62**	$28.91	
436	**COMMON SYSTEMS**				
437	Common Systems - Standard	Per Frame	**S8F64**	$10.75	
438	Common Systems - Non-Standard	Per Cabinet	**S8F65**	$19.36	
439	**PLANNING**				
440	Planning	Per Request	**NRM99**		$5,555.76
441	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
442	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
443	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
444	**POWER PROVISIONING**				
445	**Power Cable and Infrastructure:**				
446	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
447	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F37**	$0.52	
448	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GFO**	$0.52	
449	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F38**	$0.52	
450	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F39**	$0.52	
451	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GFP**	$0.52	
452	**Equipment Grounding:**				
453	Ground Cable Placement	Per Frame	**S8F69**	$0.36	
454	**DC POWER AMPERAGE CHARGE**				
455	Per Amp	Per Amp	**C1FWA**	$9.80	
456	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
457	**FIBER CABLE PLACEMENT**				
458	**Central Office:**				
459	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
460	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
461	**CEV, HUT & Cabinets:**				
462	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
463	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
464	**MISCELLANEOUS & OPTIONAL COST:**				
465	**MISCELLANEOUS COSTS**				
466	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
467	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
468	**VIRTUAL FRAME OPTIONS**				
469	Standard Equipment Bay	Each (CLEC Provided)	**NONE**		
470	**CEV, HUT, CABINET**				
471	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
472	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
473	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
474	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
475	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
476	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
477	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
478	**INTERCONNECTION COSTS:**				
479	**ILEC TO CLEC CONNECTION**				
480	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F82**	$3.86	$225.02
481	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8F83**	$3.86	$225.02
482	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8F8X**	$295.42	$3,496.22
483	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F8Y**	$6.07	$651.13
484	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F8Z**	$115.30	$2,186.12
485	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8F81**	$5.69	$204.42
486	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8F84**	$10.47	$152.71
487	**VIRTUAL TO VIRTUAL CONNECTION**				
488	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
489	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
490	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
491	Route Design		**NRLWF**		$463.36
492	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFQ**	$0.41	$0.00
493	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFR**	$0.27	$0.00
494	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFS**	$0.81	$0.00
495	**PROJECT MANAGEMENT**				
496	**CEV, HUT & CABINET**				
497	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17
498	**EQUIPMENT MAINTENANCE AND SECURITY ESCORT**				
499	**CENTRAL OFFICE TYPE**				
500	Staffed CO During Normal Business Hours	Per 1/4 Hour	**NRMHK**		$15.15
501	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMHN**		$242.35
502	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRMJ7**		$15.15
503	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	**NRMJ8**		$15.15
504	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	**NRMJ9**		$242.35
505	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	**NRML7**		$15.15
506	**CEV, HUT & CABINET**				
507	Per Visit	4 Hour Minimum - Initial	**NRMJ9**		$242.35
508	Per Visit	Per 1/4 Hour - Additional	**NRML7**		$15.15
509	**ADDITIONAL LABOR ELEMENTS**				
510	**TRAINING**				
511	Communications Tech	Per 1/2 Hour	**NRMCD**		$39.21
512	CO Manager	Per 1/2 Hour	**NRME9**		$39.45
513	Power Engineer	Per 1/2 Hour	**NRMF9**		$38.47
514	Equipment Engineer	Per 1/2 Hour	**NRMHJ**		$38.47

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
515	**EQUIPMENT EVALUATION COST**				
516	Equipment Engineer	Per 1/2 Hour	**NRMO9**		$38.47
517	**TEST AND ACCEPTANCE**				
518	Communications Tech	Per 1/2 Hour	**NRMP2**		$39.21
519					
520	**AT&T-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL**				
521	**REAL ESTATE**				
522	Site Conditioning	Per Frame	**S8FX5**		$92.81
523	Safety & Security	Per Frame	**S8FX6**		$195.57
524	Floor Space Usage	Per Frame	**S8FX1**	$28.91	
525	**COMMON SYSTEMS**				
526	Common Systems - Standard	Per Frame	**S8FX3**	$10.75	
527	Common Systems - Non-Standard	Per Frame	**S8FX4**	$19.36	
528	**PLANNING**				
529	Planning	Per Request	**NRM99**		$5,555.76
530	Planning - Subsequent Inter. Cabling	Per Request	**NRMA3**		$2,224.49
531	Planning - Subsequent Power Cabling	Per Request	**NRMAA**		$2,303.84
532	Planning - Subs. Inter./Power Cabling	Per Request	**NRMAX**		$2,882.61
533	**POWER PROVISIONING**				
534	**Power Cable and Infrastructure:**				
535	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	**C1F3G**	$5.83	$1,378.83
536	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	**S8FX7**	$7.74	$1,570.84
537	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	**C1F3H**	$8.35	$1,700.70
538	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	**C1F3J**	$8.96	$1,830.56
539	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	**S8FX8**	$9.57	$1,954.85
540	**Equipment Grounding:**				
541	Ground Cable Placement	Per Frame	**S8FX9**	$0.36	
542	**DC POWER AMPERAGE CHARGE**				
543	Per Amp	Per Amp	**C1FWA**	$9.80	
544	CEV, HUT & Cabinets	Per 2 inch mounting space	**S8FXP**	$1.27	
545	**FIBER CABLE PLACEMENT**				
546	**Central Office:**				
547	Fiber Cable	Per Fiber Cable Sheath	**S8F8F**	$11.01	$1,971.42
548	Entrance Conduit	Per Fiber Cable Sheath	**S8F8G**	$8.17	
549	**CEV, HUT & Cabinets:**				
550	Fiber Cable Placement	Per Fiber Cable Sheath	**S8FXQ**		$53.58
551	Entrance Conduit	Per Fiber Cable Sheath	**S8FXR**	$2.61	
552	**MISCELLANEOUS & OPTIONAL COST:**				
553	**MISCELLANEOUS COSTS**				
554	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**S8FXT**	$0.08	$14.81
555	Bits Timing	Based on two (2) leads per circuit	**S8FXS**	$3.58	$698.82
556	**VIRTUAL FRAME OPTIONS**				
557	Standard Equipment Bay	Each	**S8FX2**	$22.19	
558	**CEV, HUT, CABINET**				
559	24 Foot CEV	2 Inch Mounting Space	**S8FXZ**	$1.64	
560	16 Foot CEV	2 Inch Mounting Space	**S8FY6**	$1.77	
561	Maxi-Hut	2 Inch Mounting Space	**S8FXX**	$0.77	
562	Mini-Hut	2 Inch Mounting Space	**S8FXY**	$1.33	
563	Large Cabinet	2 Inch Mounting Space	**S8FXU**	$1.63	
564	Medium Cabinet	2 Inch Mounting Space	**S8FXV**	$2.19	
565	Small Cabinet	2 Inch Mounting Space	**S8FXW**	$3.29	
566	**INTERCONNECTION COSTS:**				
567	**ILEC TO CLEC CONNECTION**				
568	Voice Grade Arrangement	100 Copper Pairs	**S8FXC**	$4.94	$1,481.37
569	Voice Grade Arrangement	100 Shielded Pairs	**S8FXD**	$4.94	$1,481.37
570	DS1 Arrangement - DCS	28 DS1	**S8FXE**	$297.44	$4,067.27
571	DS1 Arrangement - DSX	28 DS1	**S8FXF**	$9.79	$1,800.69
572	DS3 Arrangement - DCS	1 DS3	**S8FXG**	$115.59	$2,635.79
573	DS3 Arrangement - DSX	1 DS3	**S8FXH**	$7.14	$1,058.10
574	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	**S8FXJ**	$6.55	$1,996.19
575	**VIRTUAL TO VIRTUAL CONNECTION**				
576	Cable Racking and Hole for Optical	Per Cable	**S8FY7**	$0.90	
577	Cable Racking and Hole for DS1	Per Cable	**S8FY8**	$0.49	
578	Cable Racking and Hole for DS3	Per Cable	**S8FY9**	$0.35	
579	Route Design		**NRML9**		$463.36
580	Connection for DS1	Per 28 Circuits	**S8FXL**	$3.34	$930.53
581	Connection for DS3	Per Circuit	**S8FXM**	$3.26	$706.77
582	Connection for Optical	Per Cable	**S8FXK**	$3.32	$1,095.09
583	**PROJECT MANAGEMENT**				
584	**CEV, HUT & CABINET**				
585	Project Coordination	Per CLEC Application Augment	**NRFCK**		$631.17

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

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

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

ATTACHMENT 5

ACCESS TO NUMBERS & NUMBER PORTABILITY

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access To Telephone Numbers

1.1 During the term of this Agreement, where Cygnus is utilizing its own switch, Cygnus shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Cygnus will be required to complete the Central Office Code (NXX) Assignment Request – Part 1 Form in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 NXX Migration. Migration of NXXs will be done when the Parties mutually agree to move 10,000 telephone numbers from one (1) Party's switch to the other Party's switch in a particular instance. The Parties shall enter into a separate written agreement that will address processes and procedures for the reassignment of the appropriate NXX as shown in the LERG, to the receiving Party's switch.

1.3 Where AT&T provides resold services to Cygnus, AT&T will provide Cygnus with access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Cygnus acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Cygnus acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, AT&T may request that Cygnus return unused intermediate numbers to AT&T. Cygnus shall return unused intermediate numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.

1.4 For resold Services, telephone numbers may normally be retained by the customer. Neither the Parties nor any customers have a property right to the telephone number, and no right to being served by any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, on a non-discriminatory basis, whenever AT&T deems it necessary to do so in the conduct of its business.

2. Local Service Provider Number Portability - Permanent Solution (LNP)

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.1.1 The Parties shall provide, in a competitively neutral fashion, LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

2.1.2 AT&T agrees that it shall provide to Cygnus, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

2.2 To limit service outage, AT&T and Cygnus will adhere to the process flows and cutover guidelines for porting numbers as outlined in the CLEC Online Handbook. All intervals referenced in the CLEC Online Handbook shall apply to both AT&T and Cygnus.

2.3 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.4 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.

2.5 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.

2.6 AT&T and Cygnus will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. Operational Support System (OSS) Rates

3.1 The terms, conditions and rates for OSS are as set forth in Appendix Pricing.

4. Number Administration

4.1 AT&T shall provide testing and loading of Cygnus's NXXs in AT&T's switch network prior to the date of activation specified in the Local Exchange Routing Guide ("LERG"). Turn-up testing of Cygnus's NXXs will be performed in all affected AT&T end offices and tandem offices

4.2 Where Cygnus has obtained its own NXX, but has purchased AT&T services for resale from AT&T, AT&T agrees to administer the Cygnus NXX in accordance with the LERG. Where Cygnus provides its own switching and obtains its own NXX code, AT&T agrees to install the routing in its switches according to the local calling area defined by the Commission.

4.3 AT&T shall accept Cygnus orders with blocks of numbers assigned for use with Complex Services.

ATTACHMENT 6

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1 Overall Business Requirements

1.1 Introduction. This Attachment 6 and Attachment OSS – Resale and UNE attached hereto and incorporated by reference, sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit Cygnus access to the functions of AT&T's operations support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) (Operational Support Systems (OSS) Functions).

1.1.1 AT&T shall provide Cygnus nondiscriminatory access to its OSS and the necessary information contained therein in order that Cygnus can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment and Attachment OSS. It is the sole responsibility of Cygnus to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for Cygnus's access and use of AT&T's electronic interfaces are set forth at AT&T's Local Service Order Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible on the AT&T CLEC Online website and are incorporated herein by reference.

1.2 Standards and Guidelines

1.2.1 For purposes of this Agreement, the Change Management Process (CMP) shall mean the collaborative forum established by AT&T to allow AT&T and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic, OSS processes and interfaces. Subject to the CMP, AT&T shall base its development of OSS interfaces on applicable industry standards and guidelines.

1.2.2 AT&T and Cygnus shall comply with the written change management and control procedures agreed to in the CMP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CMP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 6 and Attachment OSS. The provisions of the change management and control procedures and processes are essential to this Agreement.

1.2.2.1 AT&T OSS interfaces shall provide Cygnus with the same process and system capabilities for residential and business services. AT&T shall not require Cygnus to develop distinct processes or OSS interfaces by class of service.

1.2.3 Cygnus agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at AT&T's Web site CLEC Online, and incorporated herein by reference as amended from time to time.

1.3 Customer Information

1.3.1 Neither Party will require customer confirmation prior to establishing service for the other Party's customers, except in the event that the customer (where permitted by law) has a local preferred

carrier freeze on its account. If the customer has a local preferred carrier freeze, the Parties will adhere to the procedures prescribed in the FCC's 47 C.F.R. 64.1190 freeze.

1.3.2 The Parties agree not to view, copy, or otherwise obtain access to the customer service record ("CSR") information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided by obtaining documented verbal or written approval (Letter of Authorization (LOA)) from the customer to view the CSR. If either Party is suspicious of the other Party's access of CSR information, the suspicious Party may request that the other Party provide, within seven (7) calendar days, appropriate documentation establishing or evidencing that the accessing Party had the customer's approval to view the CSR (e.g., screenshot, LOA). If the suspicious Party does not believe the documentation is adequate, or if the accessing Party is unable to provide documentation within seven (7) calendar days, the suspicious Party may give the accessing Party written notice of an allegation that the accessing Party has accessed the CSR information in violation of this Section. If the accessing Party disputes the allegation within ten (10) calendar days of receiving such written notice, the Parties shall proceed according to the dispute resolution process in the General Terms and Conditions. During the pendency of such dispute resolution, the Party making the allegation shall not take any action to suspend, disconnect, or terminate the accessing Party's ability to access additional CSR information. If the accessing Party does not dispute the allegation within ten (10) calendar days of receiving the written notice, the alleging Party may discontinue the accessing Party's access to further CSR information, refuse additional applications for service from the accessing Party, decline to complete any pending service orders for the accessing Party, and/or otherwise deny the accessing Party's access to the alleging Party's pre-ordering and ordering systems. If however, the accessing Party disputes the allegation after such discontinuance, the discontinuance shall be removed and further access to CSR information shall be restored pending the resolution of the dispute pursuant to the dispute resolution provisions of the General Terms and Conditions. All such information obtained through the process set forth in this Section shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

1.3.3 If, based on a customer complaint, either Party (the Complaining Party) determines that the other Party (the Changing Party) has submitted an unauthorized change in local service; the Parties will reestablish service for the customer with the appropriate local service provider at the expense of the Changing Party. The Complaining Party will notify the Changing Party of the customer complaint. If the Changing Party is unable to provide proof of authorization, the Complaining Party may assess the Changing Party, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

1.3.3.1 AT&T shall not use Cygnus customer records for its own marketing purposes, nor make such records available to other CLECs except in compliance with Applicable law. Cygnus shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. Cygnus shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Cygnus shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable within two (2) business days.

1.3.3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who may receive inquiries, relating to the other Party's services, from the other Party's subscribers, or otherwise have opportunity for contact, relating to the other Party's services: (i) provide such numbers, if available to the personnel receiving the call, to callers who

inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or caller contact, unless that information specifically is requested by the caller. Subject to the limitations of this Section, both Parties maintain the right to serve directly any customer within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with customers of the other Party.

1.3.3.3 In general, AT&T will not become involved in disputes between Cygnus and Cygnus's customers. If a dispute does arise that cannot be settled without the involvement of AT&T, Cygnus shall contact the designated AT&T Service Center for assistance in the dispute resolution. AT&T will make commercially reasonable efforts to assist Cygnus to resolve the matter in as timely a manner as possible. AT&T's involvement will be limited to interfacing with Cygnus's employees and agents with expressed authority.

1.3.3.4 Where AT&T provides switching pursuant to this Agreement, AT&T will process calls made to its Annoyance Call Center and will advise Cygnus when it is determined that annoyance calls are originated from one (1) of their customer's locations. It is the responsibility of Cygnus to take the corrective action necessary up to and including the disconnection of service to its customers who make annoying calls. AT&T shall provide the same level of Annoyance Call Center service to Cygnus's customers as AT&T provides to its own customers.

1.4 Customer Contact. AT&T shall recognize Cygnus as the Customer of record for all Services and Interconnection ordered by Cygnus, and shall send all notices, invoices, and information that pertain to these ordered services directly to Cygnus. Cygnus will provide AT&T with addresses to which AT&T must send these notices, invoices, and information.

1.4.1 AT&T will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.5 Account Management. AT&T will identify to Cygnus one (1) or more AT&T representatives that will serve as Cygnus's account management team for purposes of administering this Agreement and ensuring that AT&T's obligations under this Agreement are carried out efficiently and in coordination with Cygnus. The account management team's primary function is to interact with the various AT&T operating groups on Cygnus's behalf. The account management team shall be accessible to Cygnus personnel to provide timely and decisive responses to Cygnus's inquiries, escalations, and requests.

1.5.1 Expedite and Escalation Procedures. AT&T and Cygnus shall maintain mutually acceptable escalation and expedite procedures that may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.5.2 At Cygnus's request, AT&T's account management personnel shall meet with Cygnus to discuss ways to improve the account management team and its functions.

1.5.3 AT&T shall make available to Cygnus via an online viewer (via the Internet) any and all non-proprietary materials or information to which the account management team directs Cygnus.

1.5.4 Training Support

1.5.4.1 Information concerning OSS training may be found in Attachment OSS, Section 11. Pricing for OSS training will be determined by Attachment OSS, Section 12. For each OSS system training class offered by AT&T, AT&T shall make available to Cygnus, training as described in

Attachment OSS. Job aids for updates to such OSS training information are available to Cygnus on AT&T's CLEC Online web site.

1.5.5 Customer Payment History. AT&T will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing Cygnus with third party access to Customer Payment History. AT&T will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for AT&T's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, AT&T provides information to NCTDE regarding payment history of AT&T residential customers. During the term of this Agreement, AT&T will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from AT&T through the third party administrator AT&T currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that AT&T currently uses to provide such information to NCTDE continues to administer the data transmission function on AT&T's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on AT&T for AT&T's provision of such information; (4) AT&T is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in AT&T's legal judgment, imposes an unreasonable risk on AT&T in connection with its provision of the information to NCTDE. The Parties agree that in the event AT&T ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for AT&T to provide the information to Cygnus, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

1.5.6 AT&T shall not refuse service to Cygnus for any potential Cygnus subscriber on the basis of that subscriber's past payment history with AT&T.

1.6 Intentionally left blank.

1.7 Use of Facilities. When a customer of Cygnus elects to discontinue service and transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to Cygnus by AT&T. In addition, where AT&T provides local switching pursuant to this Agreement, AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received an order to establish new service or transfer service from a customer of Cygnus at the same address served by the denied facility. AT&T will notify Cygnus that such a request has been processed after the disconnect order has been completed. Such notification will be available to Cygnus online.

2 Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 Subject to Applicable Law, either Party shall provide the other Party with access to customer profile information and all other pre-order information without requiring the other Party to produce a signed or written letter of agency (LOA). Instead, either Party shall accept the other Party's blanket representation that a customer has authorized the other Party to obtain this information or data, including any Customer Proprietary Network Information (CPNI) contained in the information or data.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 Loop Qualification

2.2.1.1 Description of Service

2.2.1.1.1 AT&T shall qualify copper loops for DSL with its manual and mechanized loop qualification service. The charges for loop qualification are in the applicable state Pricing Schedule

2.2.1.1.2 Intentionally left blank.

2.2.1.1.3 Intentionally left blank.

2.2.1.1.4 Cygnus may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T loop. The determination shall be made solely by Cygnus and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.2.2 Intentionally left blank.

2.2.2.1 AT&T will provide a loop Pre-Qualification Inquiry, and Loop Qualification Inquiry. Process for requesting Loop Qualification may be found on the CLEC Online Website.

2.3 Pre-Order Interface Performance and Management. The Information Services (I.S.) Call Center for the AT&T region provides for technical support function of electronic OSS interfaces, as described in attachment OSS.

3 Ordering And Provisioning Requirements

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 AT&T shall provide Cygnus the information and data set forth in this Section as specified by CMP.

3.1.2 AT&T shall bill Cygnus OSS rates pursuant to the rates, terms and conditions for OSS set forth in the Pricing Schedule.

3.1.3 If either AT&T's or Cygnus's existing electronic ordering and provisioning interfaces are unavailable, AT&T shall employ electronic mail to facilitate the submission or process of any new or existing service requests. AT&T shall provide access to these electronic mail machines for order receipt when notified by Cygnus of any Application-to-Application interface unavailability**.** No manual OSS charges shall apply to Local Service Requests submitted when AT&T's existing electronic interfaces utilized by Cygnus are unavailable for reasons other than scheduled maintenance.

3.2 General Business Requirements and Functions

3.2.1 Local Service Center (LSC)

3.2.1.1 The LSC will serve as Cygnus's single point of contact (SPOC) for processing partially mechanized and manual LSRs providing order status, delivering authorized customer record information and performing billing inquiries and payment arrangements. The LSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering

questions, resolving problems, and handling expedites and escalations, for Services requested by Cygnus that require manual intervention.

3.2.1.2 The LSC nationwide telephone number and fax numbers are provided on AT&T's CLEC Online website. This site also provides the escalation telephone numbers for each of the LSC centers. LSC hours of availability are provided for each of the centers at the above website.

3.2.2 Regular working hours/overtime. For purposes of this Agreement, AT&T's regular working hours for provisioning are defined are defined in the reference documents provided on the AT&T CLEC Online website

3.2.2.1 Times are either Eastern or Central time based on the location of the work being performed. All other Cygnus requests for provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.2 Ordering and provisioning measurements will be as outlined in Attachment 9 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 AT&T shall provide to Cygnus the capability to order local service, intraLATA, and interLATA services by entering Cygnus Customer's choice of carrier on a single order. AT&T shall provide Cygnus with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, AT&T will route toll calls to the appropriate carrier as designated by Cygnus. AT&T shall not be the default toll carrier in any circumstances.

3.2.4 Intentionally left blank.

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When local switching is provided by AT&T pursuant to this Agreement, and unless otherwise requested by Cygnus, AT&T will migrate a customer from AT&T's services to Cygnus's service without loss of feature availability and functionality. To the extent the customer's voice mail service is available for resale to Cygnus pursuant to Attachment 1 of this Agreement and Cygnus chooses to purchase such voice mail service from AT&T, AT&T will migrate a customer from AT&T's services to Cygnus's services without loss of voice mail (including the current mail box and its characteristics, if requested by Cygnus) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. AT&T shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 AT&T shall recognize Cygnus as an agent for the Customer in coordinating the disconnection of services provided by AT&T. AT&T will disconnect the AT&T-provided services based on the information Cygnus places on the LSR. In the case of a coordinated conversion, AT&T will work with Cygnus to coordinate the disconnection and connection of the customer's service.

For coordinated loop conversions, AT&T shall verbally coordinate the disconnect with Cygnus and perform switch translations so as to limit customer service outage. AT&T and Cygnus will mutually agree upon a cutover time twenty-four (24) to forty-eight (48) hours prior to the actual conversion. Cygnus may designate the conversion time when the conversion involves a loop by requesting "Frame Due Time" (FDT) conversion at rates set forth in the Pricing Schedule. AT&T will make every effort to accommodate Cygnus's specific conversion time request. However,

AT&T reserves the right to negotiate with MC a conversion time based on load and appointment control when necessary. Cygnus may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Cygnus specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the CHC and FDT charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff for each state. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within thirty (30) minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, AT&T and Cygnus will agree on a scheduled conversion time. AT&T shall notify Cygnus when conversion is complete. AT&T shall comply with the performance measurements relating to customer service interruptions as set forth in Attachment 9. For coordinated conversions of other Services, AT&T and Cygnus shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At Cygnus's request, AT&T shall provide unbranded or Cygnus-branded intercept treatment and transfer of service announcements to Cygnus's Customers. AT&T shall provide an intercept referral message for the same period of time that AT&T currently provides such a message for its own customers as described at CLEC Online at https://clec.att.com/clec_documents/unrestr/hb/amer/1645/Intercept.doc.

3.2.7 Desired Due Date (DDD). AT&T shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the FOC of each related order.

3.2.7.1 Cygnus will specify on each order the Desired Due Date (DDD). AT&T shall assign a due date which shall be the later of the date for the interval specified in CLEC Handbook on the AT&T CLEC Online website, or Cygnus's DDD. AT&T will meet the due date that is on the order and that due date must match the interval. AT&T shall not complete the order prior to the DDD, unless authorized by Cygnus or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the AT&T offered date will be treated as an expedite request. In order to request an expedited due date, Cygnus shall use the expedite request field on the order. AT&T shall notify Cygnus of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the FOC. AT&T shall bill expedite charges for expedited due dates and will advise Cygnus of any charges at the time the offered date is provided. The rates for expedite charges are set forth in the Pricing Schedule, and no expedite charges shall apply for a request not completed prior to the standard date.

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, AT&T shall provide Cygnus with the ability to schedule Customer premises installations in accordance with the CLEC Handbook.

3.2.8.2 AT&T will provide installation of inside wiring, upon Cygnus's request, on the rates, terms and conditions offered to AT&T retail customers, as set forth in AT&T's tariffs.

3.2.9 FOC

3.2.9.1 AT&T shall provide to Cygnus a FOC for each Cygnus LSR via the same interface used to submit the LSR. AT&T shall send only one (1) FOC per LSR. The information provided on the FOC will be as described in AT&T CLEC Online website.

3.2.9.2 After Cygnus's receipt from AT&T of a valid LSR, Cygnus will provide AT&T with FOCs for facilities-based migrations in 2 business days in a format in accordance with the rules developed by the Ordering and Billing Forum (OBF). The FOCs will be provided via the same interface as that through which the LSR was placed.

3.2.10 After Cygnus's receipt of an AT&T FOC, any change in the Due Date by AT&T not initiated by an LSR will be considered a Jeopardy.

3.2.11 Order Rejections

3.2.11.1 AT&T shall reject and return to Cygnus any service request that AT&T can not provision due to technical reasons or due to missing, inaccurate or illegible information. When an order is rejected, AT&T shall, in its reject notification, specifically describe, using specified error codes, the reasons for which the order was rejected. Although AT&T exercises its best efforts to identify all errors before rejecting the LSR to Cygnus, this is not always possible. The type and severity of the error may prevent the LSR from being processed further once an error is discovered by AT&T's system. AT&T will identify errors in accordance with AT&T's LSR error messages documentation, which contains all error codes applicable to any LSR and a description of the errors such codes identify. AT&T will make available such documentation on AT&T's interconnection web site. AT&T will work cooperatively with Cygnus as reasonably necessary to assist Cygnus in identifying and understanding LSR errors and associated error codes.

3.2.11.1.1 After AT&T's submission of an LSR that is incomplete or incorrectly formatted, Cygnus will provide AT&T with a Reject Response for facilities-based migrations in 2 business days in a format in accordance with the rules developed by OBF. The Reject Response will be provided via the same interface as that through which the LSR was placed.

3.2.12 Service Request Changes (Supplemental Service Requests)

3.2.12.1 If an installation or other Cygnus-requested work requires a change from the original Cygnus service request in any manner, AT&T shall notify the appropriate Cygnus ordering center designated in advance of performing the installation or other work to obtain authorization. AT&T shall then provide Cygnus an estimate of additional labor hours or materials. After all installation or other work is completed, AT&T shall immediately notify the CLEC ordering center of the actual labor hours or materials used.

3.2.12.1.1 If a service request can only be partially completed, AT&T shall notify Cygnus prior to completing the request, and if Cygnus approval is received, AT&T shall follow the jeopardy procedures in subsection 3.2.13.

3.2.12.2 Where AT&T provides installation and the CLEC Customer requests a service change at the time of installation, AT&T shall immediately notify Cygnus at the telephone number on the service order of that request. The AT&T technician should notify Cygnus in the presence of the CLEC Customer so that Cygnus can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the AT&T representative perform any work not ordered by Cygnus, even at the Customers' request, without approval from the CLEC ordering center.

3.2.13 Jeopardy Situations. AT&T shall provide to Cygnus notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If AT&T is unable to provide a new committed Due Date, AT&T shall provide Cygnus a supplemental notification containing a new committed Due Date, and AT&T shall provide a new committed Due Date on a nondiscriminatory basis. AT&T shall provide notice of missed appointments and any other delay or problem in completing work specified on Cygnus's service request as detailed on the FOC.

3.2.14 Service Suspensions/Restorations. Where AT&T provides switching and upon Cygnus's request through a Suspend/Restore order, AT&T shall suspend or restore service. AT&T will deny or disconnect service to Cygnus's customer on behalf of, and at the request of, Cygnus. Upon restoration of the customer's service, restoral charges will apply and will be the responsibility of Cygnus. All requests for denial or disconnection shall be via an LSR.

3.2.15 Loss Notifications. AT&T shall provide to Cygnus information notifying Cygnus of any services disconnected from Cygnus. Such notification shall be provided electronically on a daily basis, using a process currently in place between the Parties, and any changes in the process must be mutually agreeable.

3.2.16 SOC Notification. Upon completion of a service request submitted electronically, AT&T shall submit to Cygnus, via the same electronic interface used to submit the order**,** an order completion notification that complies with industry standards, as modified by the CMP. Completion information for service requests submitted both manually and electronically as described in the ordering GUI and application-to-application interfaces documentation and AT&T LSOR.

3.2.17 AT&T shall provide to Cygnus information on charges associated with special construction.

3.2.18 Blocking Services. Upon request from Cygnus, where AT&T provides switching on a Resale basis, AT&T shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, AT&T shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.3 Cooperative Testing

3.3.1 The Parties shall perform cooperative testing during maintenance, if requested by Cygnus, to test Services and Elements purchased by Cygnus where AT&T performs cooperative testing on like services for AT&T's retail entity.

3.3.2 AT&T and Cygnus shall work cooperatively to isolate and clear troubles that cannot be isolated to a particular Party's network.

3.4 Network Testing

3.4.1 AT&T shall perform all pre-service network testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that AT&T would perform for the turn-up of its own service. Upon request, AT&T shall provide Cygnus with the results from all tests when available.

3.4.1.1 AT&T shall perform electronic loop tests at Cygnus's request and provide Cygnus with results from electronic loop tests.

4 Intentionally left blank.

5 Customer Usage Data

5.1 Provision of Customer Usage Data

5.1.1 AT&T shall provide Cygnus with billing records in the standard EMI format with all EMI standard fields.

5.1.2 Data circuits (private line or dial-up) may be required between AT&T and Cygnus for the purpose of data transmission. Where a dedicated line is required, Cygnus will be responsible for ordering the circuit and coordinating the installation with AT&T. Cygnus will also be responsible for any charges associated with this line. CSU/DSU equipment required on the AT&T end to attach the line to the mainframe computer and to transmit data will be the responsibility of Cygnus. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to Cygnus. Additionally, all message toll charges associated with the use of the dial circuit by Cygnus will be the responsibility of Cygnus. Associated equipment on the AT&T end, including a modem, will be the responsibility of AT&T. All equipment, including modems and software that is required on the Cygnus end for the purpose of data transmission will be the responsibility of Cygnus.

5.2 Performance Measures. AT&T shall comply with the usage file performance measures, if any, as set forth in Attachment 9.

6 Maintenance And Repair

6.1 Provision of Maintenance and Repair

6.1.1 AT&T shall provide Cygnus use of AT&T's maintenance and repair OSS Function by providing Cygnus the information, data, processes, and functionalities via Web Based GUI's and an Application-to-Application interface as set forth in this Attachment. AT&T shall maintain these interfaces, including, but not limited to, the data connections, on a nondiscriminatory basis and shall comply with the applicable performance measurements set forth in Attachment 9.

6.1.2 For designed services, the Electronic Bonding Trouble Administration (EBTA) will allow Cygnus personnel to perform the following functions for Cygnus Customers: (i) enter trouble reports in the AT&T maintenance systems for an Cygnus Customer; (ii) retrieve and track current status on all Cygnus Customer trouble reports entered via EBTA; (iii) receive "estimated time to repair" (ETTR) on a Real Time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; and (v) receive automated notification of trouble closure in conformance with the specifications detailed in the Cygnus/AT&T Joint Implementation Agreement (JIA) document.

6.1.3 For non-designed trouble reports processed via EBTA, AT&T shall provide Cygnus with the capability to open trouble tickets, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the relevant premises, obtain status and receive completion information.

6.2 General Business Requirements and Functions

6.2.1 AT&T will make repair service available to Cygnus personnel twenty-four (24) hours a day, seven (7) days a week.

6.2.2 For all repair requests, each Party shall prescreen troubles prior to referring the trouble to the other Party.

6.2.3 Each Party will be the single point of contact for all repair calls on behalf of its customers. The Parties agree to provide one (1) another with toll-free contact numbers for such purposes.

6.2.4 AT&T shall dispatch maintenance personnel for Cygnus customers on the same schedule that AT&T provides for its own customers. AT&T shall dispatch AT&T technicians to Cygnus-designated premises upon request by Cygnus.

6.2.5 Cygnus shall handle all interactions with Cygnus customers including all calls regarding service problems, establishing appointments pursuant to this Section, and notifying the customer of trouble status and resolution, unless otherwise authorized by Cygnus. AT&T may contact Cygnus customers for the express purpose of performing routine maintenance on AT&T's network (e.g., to notify a customer of tree trimming operations).

6.2.6 AT&T shall reconfigure (company initiated activity (CIA) or central office conversion) the Cygnus service arrangements of Cygnus's customer for Resale services, UNEs or Combinations in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. 51.325 *et seq*. as well as the procedures described in the AT&T CLEC Online web site.

6.3 Telephone Service Priority. Upon receipt of a request from Cygnus containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, AT&T shall identify the account with this code. AT&T will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

6.3.1 AT&T shall supply Cygnus with a unique number, which may be the customer's actual number, to identify each Cygnus initial trouble report opened. For repeat trouble reports, upon the third trouble report within a thirty (30) calendar day period, the report will be flagged as a repeat report automatically and will be identified as cronic.

6.3.2 Cygnus may open a trouble report at any time for any circuit ID for which AT&T has previously submitted a completion notice for a service request. In addition, Cygnus may open a trouble report where a previous report for the same circuit ID has been closed by AT&T. AT&T's escalation practices are provided in Appendix A and the escalation contact number list is contained AT&T's web site CLEC Online.

6.3.3 AT&T shall permit Cygnus to call AT&T to verify central office features and functions as they relate to an open trouble report. AT&T agrees to work with Cygnus on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

6.3.4 AT&T shall advise Cygnus of any known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. AT&T shall notify Cygnus of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement.

6.3.5 AT&T agrees to provide an ETTR, an appointment time or commitment time, as appropriate, on all trouble reports.

6.3.6 If AT&T misses the "estimated time to restore"; AT&T shall use its best efforts to notify Cygnus in a timely manner.

6.3.7 Each Party may bill the other Party for referring a trouble that requires a dispatch outside of the central office and is found not to be in the network of the Party to whom the trouble was referred. AT&T will bill its Loop testing rates found in the Pricing Schedule.

6.3.8 Maintenance charges for premises visits by AT&T employees or contractors shall be billed to Cygnus and not to the customer.

6.3.9 AT&T employees or contractors shall present the customer with a non-branded warranty page that has the order number or trouble ticket number and date on it.

6.3.10 If additional premises work is required that cannot be performed on that visit, AT&T shall call Cygnus to schedule another premises visit. Wherever possible, AT&T will schedule appointments while a technician is at the premises with the customer on the line so that Cygnus can schedule a new appointment with AT&T and customer at the same time.

7 White Pages Listings

7.1 Listings. Cygnus shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Cygnus residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between Cygnus and AT&T subscribers.

7.2 Rates. So long as Cygnus provides subscriber listing information (SLI) to AT&T in accordance with Section 7.2 below, AT&T shall provide to Cygnus one (1) primary White Pages listing per Cygnus subscriber at no charge. Additional/Miscellaneous white pages listings shall be provided as set forth in the applicable AT&T state tariff.

7.2.1 Procedures for Submitting Cygnus SLI are found in the AT&T CLEC Handbook on the AT&T CLEC Online website.

7.2.2 Cygnus authorizes AT&T, without a LOA or prior written notice, to release all Cygnus SLI provided to AT&T by Cygnus to qualifying third parties via either license agreement or as required by Section 271(c) (2)(B)(vii)(III) and Section 251(b)(3) and any applicable state regulations and orders, as the same may be amended from time to time. Such Cygnus SLI shall be intermingled with AT&T's own customer listings and listings of any other Cygnus that has authorized a similar release of SLI.

7.2.3 No compensation shall be paid to Cygnus for AT&T's receipt of Cygnus SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Cygnus's SLI, or costs on an ongoing basis to administer the release of Cygnus's SLI, Cygnus shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Cygnus's SLI, Cygnus will be notified. If Cygnus does not wish to pay its

proportionate share of these reasonable costs, Cygnus may instruct AT&T that it does not wish to release its SLI to independent publishers, and Cygnus shall amend this Agreement accordingly. Cygnus will be liable for all costs incurred and approved by Cygnus until the effective date of the amendment.

7.2.4 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Cygnus under this Agreement. AT&T shall indemnify, hold harmless and defend Cygnus and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cygnus listings or use of the SLI provided pursuant to this Agreement, to the extent such inaccuracy was proximately caused by AT&T or AT&T's agents, employees, or contractors. AT&T shall forward to Cygnus any complaints received by AT&T relating to the accuracy or quality of Cygnus listings.

7.2.5 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

7.3 Unlisted/Non-Published Subscribers. Cygnus will be required to provide to AT&T the names, addresses and telephone numbers of all Cygnus customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in the applicable AT&T state tariffs.

7.4 Inclusion of Cygnus Customer in Directory Assistance Database. AT&T will include and maintain Cygnus primary subscriber listings in AT&T's Directory Assistance databases at no recurring charge and Cygnus shall provide such Directory Assistance listings to AT&T at no recurring charge.

7.5 Listing Information Confidentiality. AT&T will afford Cygnus's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.6 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in the applicable AT&T state tariff.

7.7 Directories. AT&T or its agent shall make available White Pages directories to Cygnus subscribers at no charge or as specified in a separate agreement with AT&T's agent.

ATTACHMENT 6A - OSS

ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS

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ATTACHMENT 6A - OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to Cygnus Telecommunications Corporation ("CLEC") for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable AT&T Inc. owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Attachment, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

1.2 "**LSC**" means the Local Service Center (LSC) for AT&T.

1.3 "**LOC**" means the Local Operations Center (LOC) for AT&T.

1.4 "**Service Bureau Provider**" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

2. Lawful Unbundling Requirements

2.1 This Attachment is for OSS transactions related to UNEs (as provided in Attachment 2), and Resold service which AT&T provides under this Interconnection Agreement (ICA service(s)). Should AT&T no longer be obligated to provide a UNE under the terms of this Agreement, AT&T shall no longer be obligated to offer access and use of OSS for that ICA service.

3. General Conditions

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and AT&T shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS Interfaces**

3.2.1 For AT&T, CLEC agrees to utilize AT&T electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T's Data Connection Security Requirements as identified in Section 9 of this Attachment. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T for any and all damages caused by such unauthorized entry.

3.3 Within AT&T regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.3.1 In AT&T regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to AT&T CALIFORNIA ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of AT&T CALIFORNIA, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local

service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless AT&T CALIFORNIA against any claim made by a consumer End User or governmental entity against AT&T CALIFORNIA or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

3.3.3 Throughout AT&T region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs. Rates and charges are subject to the terms of this Agreement and applicable tariffs are dependent on region of operation. CLEC is also responsible for all actions of its employees using any of AT&T's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T to CLEC. In addition, CLEC agrees to indemnify and hold AT&T harmless against any claim made by an End User of CLEC or other third parties against AT&T caused by or related to CLEC's use of any AT&T OSS.

3.5 In the event AT&T has good cause to believe that CLEC has used AT&T OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to AT&T within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event CLEC does not agree that CLEC's use of AT&T OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, the Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, AT&T shall have the right to conduct an audit of CLEC's use of the AT&T OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at AT&T's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. AT&T agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within AT&T.

3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, AT&T and CLEC will use manual processes. Should AT&T develop electronic interfaces for these functions for itself, AT&T will make electronic access available to CLEC within the specific operating region.

3.9 The Information Services (I.S.) Call Center for the AT&T region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

3.10 The Parties will follow the final adopted guidelines of "AT&T 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.11 AT&T will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that AT&T may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and AT&T are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, AT&T has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.12 Due to enhancements and on-going development of access to AT&T OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Attachment. AT&T shall provide proper notice of interface phase-out as required by the Change Management Process.

3.13 CLEC is responsible for obtaining operating system software and hardware to access AT&T OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by AT&T for any of its regions.

4. Pre-Ordering

4.1 AT&T will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with AT&T region-specific ordering requirements.

4.2 **Pre-Ordering Functions for Resale Services and UNEs Include**

4.2.1 Feature/Service Availability

4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to AT&T retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Attachment.

4.2.3 Telephone Number Inquiry

AT&T provides a Telephone Number Reservation Inquiry, a Cancel Reservation function, and also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

AT&T provides address validation function.

4.3 **The Following are Pre-Order Functions Specific to UNEs**

4.3.1 Loop Pre-Qualification Inquiry

AT&T provides a loop pre-qualification inquiry function.

4.3.2 Loop Qualification Inquiry

AT&T provides a loop qualification inquiry function.

4.3.3 Common Language Location Indicator (CLLI) Inquiry

AT&T provides CLLI code inquiry function.

4.3.4 Connecting Facility Assignment (CFA) Inquiry

AT&T provides a CFA inquiry function.

4.3.5 Network Channel/Network Channel Interface (NC/NCI) Inquiry

AT&T provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-Order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in AT&T to provide the pre-ordering functions listed in sections 4.2 and 4.3. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by AT&T. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.

4.5 **Other Pre-Order Function Availability**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, AT&T will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5. Ordering/Provisioning

5.1 AT&T provides access to ordering functions (as measured from the time AT&T receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes AT&T to provision in accordance with applicable AT&T

ordering requirements. AT&T will provide CLEC access to one or more of the following systems or interfaces.

5.2 **Service Order Request System Availability**

5.2.1 AT&T makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with AT&T Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For AT&T, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T will utilize industry ASR guidelines developed by OBF based upon AT&T ordering requirements.

5.3 **Provisioning for Resale Services and UNEs in AT&T**

AT&T will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For AT&T, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status.

5.3.2 For EDI ordering, AT&T will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

6. Maintenance/Repair

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:

6.1.1 In AT&T, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In AT&T, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and AT&T. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and AT&T will exchange requests over a mutually agreeable X.25-based network.

7. Billing

7.1 AT&T will bill CLEC for Resold services and UNEs. AT&T will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum AT&T will provide CLEC billing information in a paper format, or via magnetic tape, as agreed to between CLEC and AT&T. Other alternate bill media, such as CD-ROM and DVD, will be made available to CLEC consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In AT&T, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, AT&T SOUTHWEST REGION 5-STATE's Local Exchange Tariff.

7.2.3 For Resale Services in AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.

7.2.4 In AT&T, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.5 AT&T will provide Loss Notifications. This notification alerts CLEC that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.

7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:

7.3.1 In AT&T SOUTHWEST REGION 5-STATE, CLEC may view billing information through the Bill Information interface. Bill Information will be accessible via AT&T SOUTHWEST REGION 5-STATE Classic Toolbar.

7.3.2 In AT&T, CLEC may receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.

7.3.3 In AT&T, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing AT&T ports, change their Competitive Local Exchange Carrier.

8. Remote Access Facility

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the AT&T SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Northbrook, IL, serves AT&T MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access AT&T OSS interfaces to perform the supported functions in any AT&T where CLEC has executed an Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 For AT&T, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the AT&T ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to AT&T "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T SOUTHWEST REGION 5-STATE LRAF, AT&T-2STATE PRAF, AT&T MIDWEST REGION 5-STATE ARAF, and AT&T CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to AT&T OSS via the public internet.

8.3 For AT&T, CLEC shall use TCP/IP to access AT&T OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing an AT&T OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 For AT&T, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. Data Connection Security Requirements

9.1 CLEC agrees that interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS interfaces.

9.2 **Joint Security Requirements**

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

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).

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

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

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

9.3 **Additional Responsibilities of Both Parties**

9.3.1 <u>Modem/DSU Maintenance And Use Policy:</u> To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.

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

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be

provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

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

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

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

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T, respectively, as the providers of the computer, network or information in question.

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

9.5 **General Policies**

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

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

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

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

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

9.6 **User Identification**

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

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

9.6.3 User IDs will be revalidated on a monthly basis.

9.7 **User Authentication**

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

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

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

9.8 **Access and Session Control**

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

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

9.9 **User Authorization**

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

9.10 **Software and Data Integrity**

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

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

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

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

9.11 **Monitoring and Audit**

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

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

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

10. Operational Readiness Test (Ort) For Ordering/Provisioning And Repair/ Maintenance Interfaces

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. Oss Training Courses

11.1 Prior to initial live OSS interface usage, a CLEC that intends to utilize AT&T interfaces must complete user education classes for AT&T-provided interfaces that affect the AT&T network. A separate agreement will be required as a commitment to enroll in training classes and to pay for a specific number of CLEC students in each class. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager. Course descriptions and class schedules, by region, are published on the CLEC website and/or will be available through their CLEC account manager. CLEC training schedules are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees.

12. Oss Charges For System Access And Connectivity

12.1 To the extent AT&T seeks to recover costs associated with OSS System Access and Connectivity, AT&T shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. Miscellaneous Charges

13.1 For AT&T SOUTHWEST REGION 5-STATE region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For AT&T-12STATE, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.2, agrees to pay established rates pursuant to Attachment Pricing.

13.3 For AT&T, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by AT&T on an Individual Case Basis (ICB) and priced as such.

14. Service Bureau Provider Arrangements For Shared Access To Oss

14.1 AT&T shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access AT&T application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T to allow Service Bureau Provider to establish access to and use of AT&T's OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, AT&T shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 AT&T shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T's OSS) which could not be avoided by AT&T through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 7

BILLING

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BILLING

1 Billing And Payment Arrangements

1.1 The terms and conditions set forth in this Attachment shall apply to the billing and payment for all services ordered and provisioned pursuant to this Agreement unless otherwise set forth herein.

1.2 Billing. AT&T will bill through the existing electronic interface, unless such interface is unavailable due to a Force Majeure situation, using the Carrier Access Billing System (CABS) and/or Resale billing depending on the particular service(s) provided to Cygnus under this Agreement. AT&T will format all bills in accordance with specifications including but not limited to the CABS Billing Output Specification (BOS) Standard or EDI format, depending on the type of service provided. For those services where standards have not been developed, AT&T's billing format may change in accordance with applicable industry standards. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than ninety (90) days before the changes take effect.

1.2.1 The Parties shall provide to each other billing and recording information in a non-discriminatory manner and at a minimum, no less favorable in quality than that which it provides to itself and other Telecommunication Carriers.

1.2.2 The Parties acknowledge that Cygnus will continue to provide billing and recording to AT&T in paper format until such time that the Parties agree to a mutually acceptable electronic format.

1.2.3 Intentionally left blank.

1.2.4 AT&T will render bills each month on the established bill days for each of Cygnus accounts via CONNECT:Direct as the primary medium for delivery. Upon request by Cygnus, the Parties may agree to deliver bills via any other media without additional cost to the other Party. If for any reason CONNECT: Direct or the other selected media becomes unavailable, the Parties will deliver bills to each other by some other mutually agreed upon media.. In any case, AT&T shall deliver billing information to a location specified by Cygnus. If either Party requests billing media or copies of bills in addition to those set forth herein, or as provided in the Unbillable Revenue Section of this Attachment, the billing Party will provide these to the billed Party at the billed Party's expense (as set forth in this Agreement, the billing Party's applicable tariff, etc.). Each Party will retain, at its sole expense, copies of all billing information transmitted to the other Party for at least ninety (90) days after transmission to the other Party.

1.2.5 AT&T will bill Cygnus in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.2.6 The Parties shall comply with all applicable industry standards for telecommunications billing.

1.2.7 The Parties shall issue all bills containing billing data and information in accordance with the most current version of BOS. To provide for any development time that might be required BOS versions that are finalized in July and published in August will be implemented between March 1 and May 31. BOS versions that are finalized in December and published in January will be implemented between September 1 and November 30.

1.2.8 Both Parties will provide a list that identifies any billing record, phrase code or element value differences from the BOS standard ("Differences List").

1.2.9 AT&T shall provide Cygnus with records, as available, necessary to bill third parties for terminating traffic to its customers including but not limited to 110131 Records, regardless of the method used to provide service to its customers.

1.2.10 The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement.

1.2.11 Billing Account Number (BAN).

1.2.11.1. The billed Party shall be assigned a separate and unique BAN in the form agreed to by the Parties, and such number shall be provided to the billed Party on each bill in which charges for services appear. The data associated with each BAN shall enable the billed Party to identify the service as ordered. Each bill shall set forth the quantity and description of each such service provided and billed to the other Party, including USOC's and similar information, where applicable**.** All billed charges shall indicate the state from which such charges were incurred, except in cross boundary situations mandated by the Commission and identified in the appropriate tariff (NECA 4) where the serving state will be indicated.

1.2.11.2 The Parties shall bill each other monthly for all charges incurred by and credits and/or adjustments due to the purchasing Party for those services ordered, established, utilized or performed pursuant to this Agreement. BANs shall be consolidated by service type according to industry standards and as otherwise mutually agreed to by the Parties. Bill formats shall be in compliance with industry standards. Adequate documentation shall be sent for any debit/credit adjustments.

1.2.11.3 AT&T shall assign specific adjustment or reference numbers provided by Cygnus to each adjustment and credit related to billing disputes, and assigned by AT&T for other adjustments related to AT&T proactive billing reviews or back-billing, included on its bills.

1.2.11.4 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date. All charges incurred under this Agreement shall be considered final two (2) years after such charges were either billed or should have been billed.

1.2.11.5 The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least thirty (30) days written notice prior to changing, deleting or transferring services between BANs. The Parties shall provide one (1) billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. Each Party shall deliver all bills to the other Party in accordance with the Service Quality Measurement (SQM) in Attachment 9 but in no event later than ten (10) days after the Bill Date and at least twenty (20) days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a generally recognized holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.

1.2.11.6 Measurement of minutes of use will be in actual conversation seconds for those services other than resale that are billed based on conversation time. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the nearest whole minute for UNEs, or the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the AT&T's underlying retail tariff.

1.2.11.7 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding bills or that may arise during the implementation and

performance of the obligations under this Attachment. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

1.2.11.8 Each Party will determine its terminating interconnection minutes of use, and this information will be used as the basis for its interconnection bills.

1.3 Unbillable Revenue (CMDS/DUF). The term "unbillable" refers to a message or service that cannot be accurately billed to the correct customer despite all reasonable attempts to recover the message data.

1.4 Format and Transmission Failures.

1.4.1 AT&T shall format and transmit billing and recording information to Cygnus as provided in this Agreement. In the event that billing information is improperly provided to Cygnus, it shall notify its regular AT&T collections contact that payment will be delayed as a result. The billing information will be corrected and resubmitted to Cygnus in a form that can be processed by Cygnus. Although the actual Bill Date on the bill would not change upon such notification, AT&T shall waive late payment charges and defer normal collections activity for that payment.

1.5 Recording Failures

1.5.1 When AT&T carries or switches calls and loses or fails to make a recording, regardless of whether Cygnus or AT&T is performing the billing function, AT&T shall notify Cygnus of the recording failure(s) as soon as practicable. AT&T shall notify Cygnus of the amount of estimated Cygnus unbillable revenue as soon as practicable. AT&T shall compensate Cygnus for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue AT&T demonstrates it would have received for services provided to Cygnus, if any, but for which Bell South could not render bills as a result of any recording loss(es).

1.6 Loss of Recorded Usage Data.

1.6.1 In the event Cygnus Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an act, error or omission, including but not limited to the acts, errors or omissions of AT&T employees, agents and suppliers, and the failures of AT&T hardware, software and other AT&T equipment, when AT&T is performing the billing and/or recording function, upon Cygnus's request, AT&T shall attempt to recover the Recorded Usage Data, and provide multiple billing media or additional copies of the bills at no charge to Cygnus. In the event the data cannot be recovered by AT&T, AT&T and Cygnus shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described in the Determination of Losses Section of this Attachment.

1.7 Lost, Damaged or Destroyed Message Data.

1.7.1 When Cygnus message data is lost, damaged or destroyed as a result of an AT&T act, error or omission, including but not limited to the acts, errors or omissions of AT&T employees, agents and suppliers, and the failures of AT&T hardware, software and other AT&T equipment, when AT&T is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, AT&T shall notify Cygnus of the estimated amount of Cygnus unbillable revenue as soon a practicable. AT&T shall compensate Cygnus for this unbillable revenue within three (3) bill periods.

1.7.2 When Cygnus message data is lost, damaged or destroyed as a result of an AT&T act, error or omission, including but not limited to, the acts, errors or omissions of AT&T employees, agents

and suppliers, and the failures of AT&T hardware, software and other AT&T equipment, when Cygnus is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, AT&T shall notify Cygnus of the estimated amount of Cygnus unbillable revenue as soon as practicable. AT&T shall compensate Cygnus for the net loss to Cygnus within three (3) bill periods. The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four (4) Mondays) in the most recent month for which Cygnus supplied data to AT&T before the day of loss, except:

1.7.2.1 If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), AT&T will use the daily average of revenues from the four (4) Sundays of the most recent month for which Cygnus supplied data to AT&T before the day of loss;

1.7.2.2 If the loss occurs on Mother's Day or Christmas, AT&T will use the daily average of revenue from that day in the preceding year (if available from the data supplied by Cygnus to AT&T before the day of loss); and

1.7.2.3 If the loss occurs on a day not a holiday but one (1) or more of the days lost is a holiday, AT&T will use additional corresponding days from the next most recent month for which Cygnus supplied data to AT&T before the day(s) of loss.

1.8 Determination of Losses.

1.8.1 AT&T shall review its daily controls to determine how much data has been lost and notify Cygnus in advance of the date of monthly billing statement that shall contain such adjustments for the recording failure(s) and/or lost, damaged or destroyed message data. AT&T shall provide sufficient information to allow Cygnus to analyze the data supporting AT&T's estimates of revenue due to Cygnus.

1.9 Material Message Data Loss. AT&T shall review its daily controls to determine if any message data has been lost. The message threshold (5000 (this is the number of messages on the switch for all carriers including inter and intraLATA as well as Local) messages within the missing data period) used by AT&T to determine if there has been a material loss of its own messages will also be used to determine if a material loss of Cygnus's messages has occurred. A nonmaterial loss will not be reported and any unbillable revenues will not be credited to Cygnus. When it is known or suspected that there has been a material loss, actual message and minute volumes will be reported to the extent any are available. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the Estimated Volumes Section. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

1.10 Estimated Volumes. Where message and minute volumes must be estimated, AT&T shall prepare message and minute volume reports for Cygnus for the eight (8) weeks proceeding the week in which the loss occurred. AT&T shall secure message and minute counts for the corresponding day of the week from the eight (8) weeks preceding the week in which the loss occurred. AT&T shall apply the appropriate average revenue per message to the estimated message volume to arrive at the amount of estimated lost revenue. All such reports shall be made available without cost to Cygnus upon request. All such reports shall be considered confidential in accordance with the terms of this Agreement and afforded the full protection granted to confidential information in accordance with the terms of this Agreement.

1.11 Complete Loss. Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported as soon as practicable. If applicable, the loss of one (1) or more boxes of operator tickets shall also be estimated and reported.

1.11.1 AT&T shall notify Cygnus in advance of the date of the monthly billing statement that shall contain adjustments determined in accordance with this Section of the Attachment. AT&T shall provide sufficient information to allow Cygnus to analyze the data supporting AT&T's estimate of revenue due to Cygnus.

1.12 Neither Party will perform billing and collection services for the other as a result of the execution of this Agreement.

1.13 In the event that this Agreement or an amendment to this Agreement results in a rate change to recurring rate elements that are billed in advance, the Parties will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.14 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Cygnus will provide the appropriate AT&T Account Manager the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), and a tax exemption certificate, if applicable. If Cygnus has provided necessary documentation as required in this Section pursuant to a previous interconnection agreement for accounts established pursuant to the previous interconnection agreement which are now governed by the rates, terms and conditions of this Agreement, then the Parties agree that Cygnus has satisfied the requirements of this Section for those accounts. Notwithstanding anything to the contrary in this Agreement, until such time as AT&T is able to provide services under a new account in a shorter time frame, Cygnus may not order services under a new account established in accordance with this Section until thirty (30) days after AT&T's receipt of all of the above information from Cygnus.

1.14.1 Intentionally omitted.

1.14.2 Except as provided herein, AT&T will not become involved in billing disputes that may arise between Cygnus and an Cygnus customer.

1.15 Payment Due. Payment for services provided is due on or before the payment due date. Payment is considered to have been made when received by the billing Party.

1.16 Due Dates. The payment due date shall ordinarily be thirty (30) days after the Bill Date set forth on the applicable bill. If the payment due date falls on a Sunday or on a generally recognized holiday that is observed on a Monday, the payment due date shall be the next business day. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. In the event of an emergency, system failure or other such condition which prevents AT&T from transmitting billing information via CONNECT:Direct or the other media selected by the Parties, AT&T shall notify Cygnus of such difficulties as soon as practicable and will deliver the billing information to Cygnus by another media as agreed to by the Parties. In such cases the payment due date will be thirty (30) days after the Bill Date in a form that can be processed and that otherwise meets the specifications set forth in this Attachment. If payment is not received by the payment due date, a late payment charge, as set forth in the Late Payment Section below shall apply.

1.17 Late Payment. The late payment charge shall be the portion of the payment not received by the payment due date. The unpaid amounts will accrue interest from the day following the payment due date until paid. The interest applied will be the lesser of (i) the rate used to compute the late payment charge contained in the applicable intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

1.17.1 In addition to any applicable late payment charges, when a check or draft tendered for payment of an account is subsequently returned by the institution on which it is written due to failure of the issuing institution to honor the check or draft for a good and sufficient reason, a reasonable fee will be charged to the paying Party, to reimburse the paid Party for the direct costs it incurs because of the returned check or draft, up to the maximum amount allowed by law for each such returned check or draft. The returned check charge also applies to returned Automatic Funds Transfer transactions.

1.18 Tax Exemption. Upon AT&T's receipt of a tax exemption certificate, the total amount billed to Cygnus will not include those taxes or fees from which Cygnus is exempt.

1.18.1 Discontinuing Service to Cygnus. The procedures for discontinuing service to Cygnus are as follows:

1.18.1.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:

1.18.1.2 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed, and orders for new service or changes to existing services may not be accepted.

1.18.1.3 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.

1.18.1.4 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

1.18.2 AT&T reserves the right to Suspend, Discontinue or Terminate service to Cygnus to the extent necessary to prevent the unlawful use or misuse of AT&T facilities or service or to the extent Cygnus fails to pay any undisputed amounts due in accordance with the terms of this Section.

1.18.3 Suspension. If payment of amounts due are not received by the Bill Date in the month after the original Bill Date, AT&T will provide written notice to Cygnus that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or Suspension of service, are not received by the fifteenth (15th) day following the date of said notice. For CABS billed UNEs, Cygnus will receive a PIC freeze notice which is the Suspension notice for CABS billed services. This PIC freeze notice will be sent the day after the payment due date and is notification that CABS billed services will be suspended within seven (7) days if payment is not received. For Resale billed services, the Suspension notice shall provide that all past due charges for Resale billed services, and all other amounts that become past due for such services , must be paid within thirty (30) days from the date of said notice to avoid Discontinuance.

1.18.4 Discontinuance. For Resale billed services, the same Suspension notice shall also provide that all past due charges for Resale billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance. For CABS billed services. AT&T will provide a Discontinuance notice that is separate from the Suspension notice, stating that AT&T may Discontinue the provision of existing services to Cygnus if payment of such amounts, and all other amounts not in dispute that become past due before Discontinuance of service, are not received by the thirtieth (30th) day following the date of the Discontinuance notice. In the case of security deposits, if, in the absence of any dispute or agreed to extension by the Parties, Cygnus fails to secure a deposit requested pursuant to Section 1.21 of this Attachment by AT&T within the time frames provided in that Section, AT&T may commence to discontinue service in accordance with this Section.

1.18.4.1 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.18.4.2 Discontinuance of service to Cygnus may affect a discontinuance of service to Cygnus's customers. AT&T will reestablish service for Cygnus upon payment of all past due charges and any applicable connection fee. Cygnus is solely responsible for notifying any of its customers that may be affected by the Discontinuance of service by AT&T. If, within seven (7) days after Cygnus's services have been Discontinued, Cygnus pays all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges, then AT&T will reestablish service for Cygnus.

1.18.5 Termination. If within seven (7) days after service has been Discontinued and Cygnus has failed to pay all past due charges as described above, AT&T will Terminate service to Cygnus.

1.19 If the billing Party Suspends, Terminates or Discontinues service to the billed Party in error, the billing Party will reestablish service to the billed Party immediately and without cost to the billed Party.

1.20 Deposit Policy.

1.20.1 General Terms. AT&T reserves the reasonable right to secure the accounts of new CLECs (entities with no existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) and certain existing CLECs (entities with an existing relationship with AT&T for the purchase of wholesale services as of the Effective Date) with which it has a continuous relationship of less than one (1) year, or that do not otherwise meet the qualifications described in this Section for continuing creditworthiness with a suitable form of security pursuant to this Section.

1.20.1.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, AT&T may secure the accounts of all new CLECs consistent with the terms set forth below. Further, if an existing CLEC has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, AT&T may treat the existing CLEC, as a new CLEC for purposes of establishing security on its accounts.

1.20.2 Initial Determination of Creditworthiness. Upon request, AT&T may require Cygnus to complete the AT&T Credit Profile which is located on AT&T's CLEC Online web site in order to determine whether or not security should reasonably be required, and in what amount.

1.20.3 Subsequent Determination of Creditworthiness. Subject to a standard of commercial reasonableness, if a material change in the circumstances of the CLEC so warrants and/or gross monthly billing has increased beyond the level most recently used to determine the level of

security deposit, AT&T reserves the right to request additional security subject to the criteria set forth in this Section. AT&T shall provide Cygnus fifteen (15) days written notice of its intent to review Cygnus's credit worthiness. Upon intent to review notice, the Parties agree to work together to review Cygnus's credit worthiness. Upon completion of the credit review and based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Cygnus's financial condition, AT&T reserves the right to require Cygnus to provide AT&T with a suitable form of security deposit for Cygnus's account.

1.20.4 If AT&T requires Cygnus to provide a security deposit for new Service, Cygnus shall provide such security deposit prior to the inauguration of such new Service. If AT&T requests additional security deposit (or requires a security deposit if none was previously requested), Cygnus shall pay any applicable security deposit for existing service within (a) fifteen (15) days of the deposit request notice if the deposit request amount is less than or equal to $5 million for all AT&T states combined, or (b) thirty (30) days of the deposit request notice if the deposit request amount is greater than $5 million for all AT&T states combined. Such notice period will start the first business day after the deposit request notice is rendered. If the deposit request amount is greater than $5 million for all AT&T states combined, the deposit request notice and a written explanation of the factors used to determine credit worthiness will be sent by overnight mail to Cygnus. If the deposit request amount is less than or equal to $5 million for all AT&T states combined, the deposit request may be rendered by certified mail or overnight delivery and a written explanation of the factors used to determine credit worthiness will be mailed to Cygnus only if a written request for said information is received from Cygnus. If, in the absence of any dispute or agreed to extension by the Parties, Cygnus fails to secure the deposit requested pursuant to this Section by AT&T within the time frames provided in this subsection above, AT&T may commence to discontinue service in accordance with Section 1.19 of this Attachment. Cygnus may fulfill the security deposit requirement determined in accordance with the terms of this Attachment by Surety Bond (AT&T form), Letter of Credit (AT&T form), cash, or any other form of security proposed by Cygnus and acceptable to AT&T, or any combination of the above. If the security deposit requirement is in the form of cash, interest shall accrue on the Cash Deposit in accordance with AT&T's tariff on cash deposits, or at twelve percent (12%) per annum, whichever is less. The amount of the security deposit determined in accordance with the terms of this Attachment shall not exceed two (2) month's estimated billing for new CLECs or two (2) month's actual billing under this Agreement for existing CLECs.

1.20.5 Any such security shall in no way release the existing CLEC from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in this Attachment.

1.20.6 AT&T will not require a security deposit from existing CLECs that meet the following factors:

1.20.6.1 The CLEC must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is aged beyond the due date. Only good faith disputes submitted to AT&T pursuant to the procedures set forth in the Parties' interconnection agreement will be considered in determining the "non-disputed receivable balance".

1.20.6.2 The existing CLEC's liquidity status, based upon a review of Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA), is EBITDA positive for the prior four (4) quarters of financials (at least one (1) of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.20.6.3 If the existing CLEC has a current bond rating, it must have a bond rating of BBB or above, or has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.20.6.3.1 Free cash flow positive;

1.20.6.3.2 Positive tangible net worth;

1.20.6.3.3 Debt/tangible net worth ratio between 0 and 2.5; and

1.20.6.3.4 Customer is compliant with all financial maintenance covenants.

1.20.7 AT&T shall release or return any security, within thirty (30) days of its determination that such security is no longer required by the terms of this Attachment, or within thirty (30) days of Cygnus and AT&T establishing that it satisfies the standards set forth in this Attachment or at any such time as the provision of service to Cygnus is terminated pursuant to this Agreement as applicable. The amount of the deposit will first be credited against any of Cygnus's outstanding account(s), and any remaining credit balance will be refunded within 30 days.

1.20.8 If at any time subsequent to the return of a deposit, Cygnus evinces a poor payment history or fails to satisfy the conditions set forth in this deposit policy, AT&T may require a security deposit.

1.20.9 If Cygnus provides a security deposit or additional security deposit in the form of an irrevocable letter of credit as required herein, Cygnus shall maintain the irrevocable letter of credit until it has been determined that such security is no longer required by the terms of this Attachment. If Cygnus is in default of its payment obligations under this Attachment and fails to maintain the irrevocable letter of credit, AT&T may draw down the full amount of such letter of credit, within forty-eight (48) hours prior to its expiration, if Cygnus fails to renew the letter of credit or fails to provide AT&T with evidence that Cygnus has obtained a suitable replacement for the letter of credit. If Cygnus provides a security deposit or additional security deposit in the form of a surety bond as required herein and the bonding company's credit rating falls below a rating of B, Cygnus shall provide AT&T with suitable security deposit to replace the surety bond. If Cygnus fails to provide a suitable replacement for the surety bond within thirty (30) days of AT&T's written notice to Cygnus that other security is required, AT&T may take action on such surety bond and apply the proceeds to Cygnus's account.

1.21 Notices.

1.21.1 Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, Suspension, Discontinuance, and/or Termination of services for nonpayment, by the billed Party shall be forwarded to the individual at the address provided by each Party in the establishment of its billing account(s) or such other address as may be established from time to time by either Party, or to the individual at the address subsequently provided by a Party as the contact for billing information or such other address as may be established from time to time by either Party. All monthly bills and notices described in this Attachment shall be sent to the same individual(s) and/or address(es) until otherwise notified by the other Party. Notices regarding Suspension, Discontinuance or Termination of services and/or security deposits also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions Section of this Agreement.

2 Billing Disputes

2.1 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be submitted on the Billing Claims Dispute Form specified on AT&T's CLEC Online web site, and it must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. The disputing Party will make full payment of any

undisputed amounts to the billing Party within thirty (30) days after the Bill Date, and (ii) pay all Disputed Amounts, other than disputed charges arising from Intercarrier Compensation, into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the parties.

2.1.1 Written documentation may consist of, but is not limited to, the following information where such information is relevant to the dispute and available to the disputing Party:

2.1.1.1 The nature of the dispute, including the basis for the disputing Party's belief that the bill is incorrect;

2.1.1.2 The type of usage;

2.1.1.3 The end office where the minutes of use originated or terminated;

2.1.1.4 The number of minutes in dispute;

2.1.1.5 The BANs;

2.1.1.6 The dollar amount in dispute;

2.1.1.7 The date of the bill in question;

2.1.1.8 Line number, trunk number and 26 Code (TSC) may also be provided;

2.1.1.9 PON and dates involved (due date or as of date) for disputes involving order activity and what the disputing Party believes is incorrect and why it believes this to be incorrect. For order activity disputes, documentation may include traffic reports, billing cycle, and if the service is shared, both main and shared service BANs. Line number, trunk number and 26 code as well as end office ID may also be provided; or

2.1.1.10 Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party is necessary to resolve the dispute, the other Party may request that the disputing Party provide this information. The request for any additional information may affect the dispute date established by this Attachment if it delays the dispute resolution process.

2.1.2 Requirements to Establish Escrow Accounts.

2.1.2.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States.

2.1.2.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

2.1.2.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

2.1.3 In additional to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

2.1.3.1 The escrow account must be an interest bearing account;

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

2.1.3.3 That none of the funds deposited into the escrow account or the interest earned thereon my be used to pay the financial institution's charges for serving as the Third Party escrow agent;

2.1.3.4 All interest earned on deposits to the escrow account will be dispused to the Parties in the same proportion as the principal; and

2.1.3.5 Disbursements from the escrow account will be limited to those:

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

2.1.3.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 2.1.4 below;

2.1.3.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 2.1.4 below:

2.1.4 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Chicago, Illinois for AT&T MIDWEST REGION 5-STATE, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorney's fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

2.1.4 Disputed amounts in escrow will be subject to Late Payment Charges as set forth in Section 2.5 below;

2.1.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 2.2 below.

2.2 In the event of a billing dispute, the Parties shall use best efforts to resolve the dispute within thirty (30) days from the notification date.

2.2.1 If the dispute is resolved in favor of the billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest or charges will apply.

2.2.2 In the absence of a separate agreement between the Parties to pay or withhold the disputed amount, if the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to interest and a late payment charge unless the billing Party failed to provide the billing information required by this Section.

2.2.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party shall receive a credit for the disputed amount plus interest as set forth herein.

2.2.4 Within ten (10) business days of the billing Party's denial, or partial denial, of the billing dispute, if the disputing Party is not satisfied with the billing Party's resolution of the billing dispute or if no response to the billing dispute has been received by the disputing Party by such thirtieth (30th) day, the disputing Party must pursue the following dispute resolution procedure, or the billing dispute shall be considered denied and closed:

2.2.4.1 If the dispute is not resolved within sixty (60) days, the dispute shall be escalated to the second level of management for resolution.

2.2.4.2 If the dispute is not resolved within ninety (90) days, the dispute shall be escalated to the third level of management for resolution.

2.2.4.3 If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if the aggrieved Party elects to pursue the dispute, shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.3 The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing the Party's favor to the disputing Party's bill, including interest on the disputed amount as appropriate.

2.4 Each Party shall credit the other for incorrect billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality, and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate section of the bill pursuant to CBOS guidelines.

2.5 The late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date. The unpaid amounts will accrue interest from the day following the payment due date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the late payment charge in the applicable intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

ATTACHMENT 8

RIGHTS-OF-WAY, CONDUITS AND POLE ATTACHMENTS

Rights-of-Way, Conduits and Pole Attachments

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a occupancy permit agreement subsequently negotiated with AT&T's Competitive Structure Provisioning Center.

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ATTACHMENT 8
RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

This Attachment 8, together with the terms and conditions contained in General Terms and Conditions, and Attachment 4, sets forth the terms and conditions under which AT&T shall afford to Cygnus access to AT&T's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

1. Definitions

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 1.1 through 1.27, below.

1.1 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by AT&T, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.3 Application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for AT&T owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.

1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority, or is assigned pursuant to Section 5.6 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it AT&T or a new entrant, within twelve (12) months of the space being "assigned".

1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of AT&T's conduit system.

1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights-of-way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by AT&T.

1.8 Cost. The term "cost" as used herein refers to charges made by AT&T to Cygnus for specific work performed, and shall be (a) the actual charges made by subcontractors to AT&T for work and/or, (b) if the work was performed by AT&T employees, time and material charges shall apply for such work, or (c) if the work is done by approved contractors hired by Cygnus, the actual charges made by such contractors to Cygnus.

1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying

cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.11 Inner-Duct. The term “inner-duct” refers to a pathway created by subdividing a duct into smaller channels.

1.12 Joint User. The term “joint user” refers to a utility which has entered into an agreement with AT&T providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.13 Lashing. The term "lashing" refers to the attachment of a Attaching Party’s sheath or inner-duct to a supporting strand.

1.14 Occupancy Permit. The term "occupancy permit" refers to any occupancy permit issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment occupancy permits issued by AT&T prior to the date of this Agreement.

1.15 Attaching Party. The term “Attaching Party” refers to Cygnus, where Cygnus has entered into an agreement or arrangement with AT&T permitting Cygnus to place its facilities in AT&T's conduit system or attach its facilities to AT&T's poles or anchors. Attaching Party and Cygnus may be used interchangeably throughout this Attachment.

1.16 Make-Ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Cygnus's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Cygnus's facilities and not to meet AT&T's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of AT&T's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Cygnus’s facilities.

1.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term “handhole” refers to a similar enclosure which is too small for personnel to enter.

1.18 Occupancy. The term “occupancy” shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

1.19 Person acting on Cygnus's behalf. The terms "person acting on Cygnus's behalf," "personnel performing work on Cygnus's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Cygnus's behalf," "personnel performing work on Cygnus's behalf," and similar terms specifically include, but are not limited to, Cygnus, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Cygnus and their respective officers, directors, employees, agents, and representatives.

1.20 Person acting on AT&T's behalf. The terms "person acting on AT&T's behalf”, "personnel performing work on AT&T's behalf”, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of AT&T

and their respective officers, directors, employees, agents, and representatives.

1.21 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by AT&T, and does not include utility poles or anchors with respect to which AT&T has no legal authority to permit attachments by other persons or entities.

1.22 Preoccupancy permit survey. The term "preoccupancy permit survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Cygnus's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Cygnus's facilities.

1.23 Right-of-Way (ROW). The term “right-of-way” refers to the right to use the land or other property of AT&T to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use AT&T-owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.

1.24 Sheath. The term “sheath” refers to a single outer covering containing communications wires, fibers, or other communications media.

1.25 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one (1) inner-duct per party) reserved by AT&T, Cygnus, or a third party for maintenance, repair, or emergency restoration.

1.26 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.

1.27 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Cygnus and AT&T. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. Requirements / Scope Of Agreement

2.1 Scope of Attachment. AT&T shall provide Cygnus with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by AT&T to itself or to any other telecommunications service provider. Further, AT&T shall not withhold or delay assignment of such facilities to Cygnus because of the potential or forecasted needs of itself, its Affiliates or other parties.

2.2 Attachments and Occupancies Authorized by this Attachment. AT&T shall issue one (1) or more occupancy permits to Cygnus authorizing Cygnus to attach facilities to AT&T's owned or controlled poles and to place facilities within AT&T's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.

2.2.1 Unless otherwise provided herein, authority to attach facilities to AT&T's owned or controlled poles or to place facilities within AT&T's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual occupancy permits granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such occupancy permits and procedures established in this Attachment.

2.2.2 Cygnus agrees that its attachment of facilities to AT&T's owned or controlled poles or occupancy of AT&T's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and AT&T agrees that it shall not unreasonably withhold or delay issuance of such occupancy permits.

2.2.3 Cygnus may not sublease or otherwise authorize any Third Party to use any part of the AT&T Facilities licensed to Cygnus under this Attachment, except that Cygnus may lease its own Facilities to

Third Parties, or allow affiliates to overlash cables to Cygnus cables. Notwithstanding the above, upon notice to AT&T, Cygnus may permit Third Parties who have an agreement with AT&T to overlash to existing Cygnus attachments in accordance with the terms and conditions of such Third Party's agreement with AT&T, and Cygnus may lease dark fiber to a Third Party

2.3 Occupancy Permits. Subject to the terms and conditions set forth in this Attachment, AT&T shall issue to Cygnus one (1) or more occupancy permits authorizing Cygnus to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by AT&T located within this State on a first come, first served basis. AT&T may deny a occupancy permit application if AT&T determines that the pole, conduit or duct space specifically requested by Cygnus is necessary to meet AT&T's present needs, or is licensed by AT&T to another Attaching Party, or is otherwise unavailable based on engineering concerns. AT&T shall provide written notice to Cygnus within a reasonable time, not to exceed forty-five (45) calendar days, specifying in detail the reasons for denying Cygnus's request. AT&T shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Cygnus's facilities will enter and exit AT&T's conduit system and the specific location and manner of installation for any associated equipment which is permitted by AT&T to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by AT&T on an equal basis to AT&T, Cygnus and other telecommunication service providers

2.4 Access and Use of Rights-of-Way. AT&T acknowledges that it is required by the Act and FCC rules and regulations to afford Cygnus access to and use of all associated rights-of-way to any sites where AT&T's owned or controlled poles, manholes, conduits, ducts or other parts of AT&T's owned or controlled conduit systems are located and any other AT&T owned or controlled rights-of-way.

2.4.1 AT&T shall provide Cygnus with access to and use of such rights-of-way to the same extent and for the same purposes that AT&T may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use occupancy permits have been issued, provided that any agreement with a third party under which AT&T holds such rights expressly or impliedly grants AT&T the right to provide such rights to others.

2.4.2 Where AT&T notifies Cygnus that an AT&T agreement with a third party does not expressly or impliedly grant AT&T the ability to provide such access and use rights to others, then, upon Cygnus's request, AT&T will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Cygnus. Cygnus agrees to reimburse AT&T for the reasonable and demonstrable costs incurred by AT&T in obtaining such rights for Cygnus.

2.4.3 In cases where a third party agreement does not grant AT&T the right to provide access and use rights to others as contemplated in this Section 2 and AT&T, despite its best efforts, is unable to secure such access and use rights for Cygnus in accordance with Section 2.4.2 herein, or, in the case where Cygnus elects not to invoke its rights under Sections 2.4.1 or 2.4.2 herein, Cygnus shall be responsible for obtaining such permission to access and use such rights-of-way. AT&T shall cooperate with Cygnus in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to Cygnus.

2.4.4 Where AT&T has any ownership or rights-of-way to buildings or building complexes or within buildings or building complexes, AT&T shall offer to Cygnus through a occupancy permit or other agreement:

2.4.4.1 The right to use any available space owned or controlled by AT&T in the building or building complex to install Cygnus equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any occupancy permit granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any occupancy permit granted hereunder shall be construed as

conferring on one (1) Party any right to interfere with the other Party's access to any such public or private rights-of-way.

2.5 No Effect on AT&T's Right to Convey Property. Nothing contained in this Attachment or in any occupancy permit issued hereunder shall in any way affect the right of AT&T to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Cygnus has attached or placed facilities pursuant to occupancy permits issued under this Section provided however that AT&T shall give Cygnus reasonable advance written notice of such intent to convey.

2.6 No Effect on AT&T's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with AT&T's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or occupancy permits issued hereunder or under the Act or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate AT&T's own facilities within AT&T's conduits, ducts or rights-of way or any of AT&T's facilities attached to AT&T's poles at any time and in any reasonable manner which AT&T deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in AT&T's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Cygnus's pole attachment, conduit occupancy or right-of-way use or rights provided by occupancy permits issued pursuant to this Attachment.

2.7 No Effect on Cygnus's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with Cygnus's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or occupancy permits issued hereunder or under the Act or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within AT&T's conduits, ducts or rights-of-way or its facilities attached to AT&T's poles at any time and in any reasonable manner which Cygnus deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Cygnus to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Cygnus's obligations under this Attachment.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any occupancy permit issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any occupancy permit issued hereunder or under the Act or other applicable laws, rules or regulations.

2.8.1 Cygnus acknowledges that the facilities of persons or entities other than AT&T and Cygnus may be attached to or occupy AT&T's poles, conduits, ducts and rights-of-way.

2.8.2 AT&T shall not attach, or give permission to any third parties to attach facilities to, existing Cygnus facilities without Cygnus's prior written consent. If AT&T becomes aware of any such unauthorized attachment to Cygnus facilities, AT&T shall use its best efforts to rectify the situation immediately.

2.8.3 With respect to facilities occupied by Cygnus or the subject of an application for attachment by Cygnus, AT&T will give to Cygnus at least sixty (60) calendar days' written notice for conduit extensions or reinforcements, at least sixty (60) calendar days' written notice for pole line extensions, at least sixty (60) calendar days' written notice for pole replacements, and at least sixty (60) calendar

days' written notice of AT&T's intention to construct, reconstruct, expand or place such facilities or of AT&T's intention not to maintain or use any existing facility. Where AT&T elects to abandon or remove AT&T facilities, the facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with AT&T to transfer (purchase agreement) ownership from AT&T to new party, subject to then-existing occupancy permits pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) calendar days. If an emergency or provision of an applicable joint use agreement requires AT&T to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Cygnus or the subject of an application for attachment by Cygnus, AT&T will notify Cygnus as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Cygnus, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Cygnus.

2.8.3.1 Whenever AT&T intends to modify or alter any poles, ducts, conduits or rights-of-way which contain Cygnus's facilities, AT&T shall provide at least sixty (60) calendar days' advance written notification to Cygnus of such action so that Cygnus may have a reasonable opportunity to add to or modify Cygnus's facilities. If Cygnus adds to or modifies Cygnus's facilities according to this Section, Cygnus shall bear a proportionate share of the costs incurred by AT&T in making such facilities accessible.

2.8.4 Retired Cable. At Cygnus's expense, AT&T shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. AT&T retains salvage rights on any cable removed. In order to safeguard its structures and facilities, AT&T reserves the right to remove retired cables and is under no obligation to allow Cygnus the right to remove such cables. Based on sound engineering judgment, there may be situations where it would neither be feasible nor practical to remove retired cables.

3. Requirements And Specifications

3.1 Published Standards Incorporated in this Attachment by Reference. Cygnus agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications**,** each of which is incorporated by reference as part of this Attachment:

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code ("NEC"); and

3.1.3 The National Electrical Safety Code ("NESC").

3.2 Changes in Published Standards. Cygnus agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3 of this Attachment if required by law to do so or upon the mutual agreement of the Parties.

3.3 Additional Electrical Design Specifications. Cygnus agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Cygnus's facilities placed in AT&T's conduit system shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in AT&T's conduit system in violation of FCC rules and regulations.

3.3.2 Cygnus's facilities placed in AT&T's conduit system shall not be designed to use the earth as the sole conductor for any part of Cygnus's circuits.

3.3.3 Cygnus's facilities carrying more than fifty (50) volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

3.3.4 No coaxial cable of Cygnus shall occupy a conduit system containing AT&T's cable unless such cable of Cygnus meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Cygnus's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Cygnus's facilities placed in AT&T's conduit system must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in AT&T's conduit or ducts.

3.4.2 The integrity of AT&T's conduit system and overall safety of AT&T's personnel and other personnel working in AT&T's conduit system requires that "dielectric cable" be required when Cygnus's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Cygnus's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Cygnus's conduit to AT&T's conduit system:

3.5.1 Cygnus will be permitted to connect its conduit or duct only at the point of an AT&T manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Cygnus facilities will be performed by Cygnus or its contractor at Cygnus's expense. In no event shall Cygnus or its contractor "core bore" or make any other modification to AT&T manhole(s) without the prior written approval of AT&T, which approval will not be unreasonably delayed or withheld.

3.5.2 AT&T may monitor, at Cygnus's expense, the entrance and exit of Cygnus's facilities into AT&T's manholes and the placement of Cygnus's facilities in AT&T's manholes.

3.5.3 If Cygnus constructs or utilizes a duct connected to AT&T's manhole, the duct and all connections between that duct and AT&T's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into AT&T's conduit system. If Cygnus's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into AT&T's conduit system.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Cygnus access to AT&T's conduit systems may be performed by AT&T at Cygnus's expense at charges which represent AT&T's actual costs. Alternatively, at Cygnus's option, such work may be performed by Cygnus or a contractor provided that the entity performing the work demonstrates compliance with AT&T certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that Cygnus, its contractors, and other persons acting on Cygnus's behalf will perform work for Cygnus (e.g., splicing Cygnus's facilities) within AT&T's conduit system. Cygnus represents and warrants that neither Cygnus nor any person acting on Cygnus's behalf shall permit any person to climb or work on or in any of AT&T's poles or to enter AT&T's manholes or work within AT&T's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

3.6.1 Cygnus's facilities within AT&T's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a occupancy permit specified in Section 5 herein. However, no such

occupancy permit will be required for the inspection, maintenance, repair or non-physical modifications of Cygnus's facilities.

3.6.2 "Rodding" or clearing of ducts in AT&T's conduit system shall be done only when specific authorization for such work has been obtained in advance from AT&T, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Cygnus may perform such work itself or may contract with AT&T for performance of such work or, at Cygnus's option, with a contractor provided that the entity performing the work demonstrates compliance with AT&T certification requirements which certification requirements shall be consistent with FCC rules and regulations.

3.6.3 Personnel performing work on AT&T's or Cygnus's behalf in AT&T's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of AT&T's conduit system.

3.6.4 Personnel performing work on AT&T's or Cygnus's behalf within AT&T's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5 All of Cygnus's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

3.6.6 Identification of Facilities in Conduit/Manholes. Cygnus's facilities shall be plainly identified with Cygnus's name in each manhole with a firmly affixed permanent tag that meets standards set by AT&T for its own facilities.

3.6.6.1 Identification of Pole Attachments. Cygnus's facilities attached to AT&T poles shall be plainly identified with Cygnus's name firmly affixed at each pole by a permanent tag that meets industry standards.

3.6.7 Manhole pumping and purging required in order to allow Cygnus's work operations to proceed shall be performed by Cygnus or its contractor in compliance with the requirements of Exhibit A to Attachment 4, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit A of Attachment 4 will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit A of Attachment 4 may invoke the dispute resolution procedures of the General Terms and Conditions of this Agreement if the Parties are not able to agree on such changes. AT&T may not use its own practices as a method of applying rules to Cygnus which are more onerous than those which it applies to itself. AT&T remains bound by its obligations as an incumbent LEC under applicable federal and State law.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Cygnus or personnel performing work on Cygnus's facilities within AT&T's conduit system shall be of a type approved by AT&T or Bellcore.

3.6.10 When Cygnus or personnel performing work on Cygnus's behalf are working within or in the vicinity of any part of AT&T's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Cygnus and all personnel performing work on Cygnus's behalf shall follow procedures which Cygnus deems appropriate for the protection of persons and property. Cygnus shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Cygnus will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Cygnus has sole responsibility for the safety of all personnel performing work on Cygnus's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. AT&T reserves the right to suspend Cygnus's activities on, in or in the immediate vicinity of AT&T's poles or conduit system if, in AT&T's reasonable judgment, any hazardous condition arises due to the activity (including both

acts and omissions) of Cygnus or any personnel performing work on Cygnus's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Cygnus or personnel performing work on Cygnus's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in AT&T's manholes, in any other portion of AT&T's conduit system, or within ten feet (10') of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Cygnus. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Cygnus nor personnel performing work on Cygnus's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in AT&T's conduit system, including any manhole, during work operations performed within or in the vicinity of AT&T's conduit system.

3.6.15 Cygnus will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in AT&T's manholes, in any other portions of AT&T's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.

3.7 Opening of Manholes. The following requirements apply to the opening of AT&T's manholes and the authority of AT&T personnel present when work on Cygnus's behalf is being performed within or in the vicinity of AT&T's conduit system.

3.7.1 AT&T's manholes shall be opened only as permitted by AT&T's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Cygnus shall notify AT&T forty-eight (48) hours in advance of any routine work operation requiring entry into any of AT&T's manholes.

3.7.3 Cygnus shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

3.7.4 AT&T's authorized employee or agent shall not direct or control the conduct of Cygnus's work at the work site. The presence of AT&T's authorized employee or agent at the work site shall not relieve Cygnus or personnel performing work on Cygnus's behalf of their responsibility to conduct all work operations within AT&T's conduit system in a safe and workmanlike manner.

3.7.5 Although AT&T's authorized employee or agent shall not direct or control the conduct of Cygnus's work at the work site, AT&T's employee or agent shall have the authority to suspend Cygnus's work operations within AT&T's conduit system if, in the reasonable discretion of such AT&T employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Cygnus or personnel performing work on Cygnus's behalf.

3.8 OSHA Compliance: Notice to AT&T of Unsafe Conditions. Cygnus agrees that:

3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Cygnus's behalf, including, but not limited to, Cygnus's employees, agents, contractors, and subcontractors shall, when working on or within AT&T's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.8.3 Cygnus shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

3.8.4 Cygnus, and any person acting on Cygnus's behalf, may report unsafe conditions on, in or in the vicinity of AT&T's poles or conduit system to AT&T.

3.9 Compliance with Environmental Laws and Regulations. Cygnus acknowledges that, from time to

time, environmental contaminants may enter AT&T's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (Transite) are constructed with asbestos-containing materials. If AT&T has knowledge of the presence of such contaminants in a conduit for which Cygnus has applied for or holds a occupancy permit, AT&T will promptly notify Cygnus of such fact. In addition, upon request by Cygnus, AT&T shall provide Cygnus with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which Cygnus has applied for or holds a occupancy permit. Notwithstanding any of AT&T's notification requirements in this Attachment, Cygnus acknowledges that some of AT&T's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, Cygnus will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. AT&T makes no representations to Cygnus or personnel performing work on Cygnus's behalf that AT&T's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two (2) preceding sentences are not intended to relieve AT&T of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Cygnus agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Cygnus's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, State, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).

3.9.2 All persons acting on Cygnus's behalf, including, but not limited to, Cygnus's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of AT&T's poles or conduit system, comply with all applicable federal, State, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

3.9.3 Cygnus shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 3.9.

3.9.4 Cygnus and all personnel performing work on Cygnus's behalf shall comply with such standards and practices as AT&T and Cygnus may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit A of Attachment 4 , neither Cygnus nor AT&T nor personnel performing work on either Party's behalf shall discharge water or any other substance from any AT&T manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from an AT&T manhole by Cygnus or its contractor shall be the responsibility of Cygnus. No such waste material shall be deposited on AT&T premises for storage or disposal. AT&T may not use its practices as a method of applying rules to Cygnus which are more onerous than those which it applies to itself. AT&T remains bound by its obligations as an incumbent LEC under applicable federal and state law.

3.10 Compliance with Other Governmental Requirements. Cygnus agrees that its facilities attached to AT&T's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. Cygnus shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Cygnus shall establish appropriate procedures and controls to assure such compliance.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any

applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.

3.12 Cygnus Solely Responsible for the Condition of Its Facilities. Cygnus shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 3. In this regard, AT&T shall have no duty to Cygnus to inspect or monitor the condition of Cygnus's facilities (including, but not limited to, splices and other facilities connections) located within AT&T's conduit and ducts or any attachment of Cygnus's facilities to AT&T's poles, anchors, anchor/guy strands or other pole facilities. AT&T may, however, conduct such inspections and audits of its poles and conduit system as AT&T determines reasonable or necessary. Such inspection and audits shall be conducted at AT&T's expense with the exception of (a) follow-up inspection to confirm remedial action after an observed Cygnus violation of the requirements of this Attachment; and (b) inspection of Cygnus facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Cygnus. Either Party may audit the other Party's compliance with the terms of this Section 3.12. Observed safety hazards or imminent facility failure conditions of any party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient Use of Conduit. AT&T shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts shall be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by AT&T, pursuant to sound engineering principles. At Cygnus's request, AT&T shall allow Cygnus to install the inner-duct.

3.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by the Party's employees, agents or contractors.

4. Additional Legal Requirements

4.1 Occupancy Permits granted under this Attachment authorize Cygnus to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by AT&T but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Cygnus agrees that neither Cygnus nor any persons acting on Cygnus's behalf, including, but not limited to, Cygnus's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of AT&T's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Cygnus's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Cygnus's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.

4.2 Required Permits, Certificates and Occupancy Permits. Cygnus shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

4.2.1 Cygnus shall not attach or place its facilities to or in AT&T's poles, conduit or duct located on any property for which it or AT&T has not first obtained all required authorizations.

4.2.2 AT&T shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay AT&T's preoccupancy permit survey work.

4.3 Lawful Purposes. All facilities placed by Cygnus in AT&T's conduit and ducts or on AT&T's poles,

anchors or anchor/guy strands must serve a lawful purpose and the uses made of Cygnus's facilities must comply with all applicable federal, State, and local laws and with all federal, State, and local regulatory rules, regulations, and requirements.

5. Facilities And Licenses

5.1 Occupancy Permits Required. Before placing any facilities in AT&T's conduits or ducts or attaching any facilities to AT&T's poles, anchors or anchor/guy strands, Cygnus must first apply for and receive a written occupancy permit from AT&T. AT&T shall not unreasonably deny or delay issuance of any occupancy permit and, in any event, AT&T shall issue such occupancy permit within twenty (20) business days (a) after the determination has been made that make-ready work is not required, but no later than forty-five (45) calendar days after AT&T receives the application, which period shall exclude any time AT&T is awaiting a response from Cygnus or (b) completion of make-ready work, if make-ready work is needed.

5.2 Provision of Records and Information to Cygnus. In order to obtain information regarding facilities, Cygnus shall make a written request to AT&T, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, AT&T shall provide Cygnus with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of AT&T poles, conduit and right-of-way located within the geographic area specified by Cygnus. Provision of information under the terms of this Section 5.2 shall include the right of Cygnus employees or agents to obtain copies, engineering records or drawings which pertain to those facilities within the geographic area identified in Cygnus's request. Charges associated with map preparation, viewing and assistance will be on a Time and Material basis as set forth in the following Applicable Tariffs:

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

5.3 Cygnus acknowledges that records and information provided by AT&T pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, AT&T will not be liable to Cygnus or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of AT&T or its agents or employees.

5.4 For any information that is readily available, AT&T shall use its best efforts to produce said information within five (5) business days -for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. Cygnus may elect to be present at any field based survey of facilities identified pursuant to this paragraph and AT&T shall provide Cygnus at least forty-eight (48) hours' notice prior to initiating such field survey. Cygnus employees or agents shall be permitted to enter AT&T manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to AT&T, with an AT&T representative present and at Cygnus's expense.

5.5 Issuance of Occupancy Permits When No Make-Ready Work is Required. If AT&T determines that no make-ready work is required, AT&T shall approve applications for pole attachment and conduit occupancy licenses and issue such occupancy permits within twenty (20) business days after the determination has been made that no make-ready work is required but in no event later than forty-five (45) calendar days after AT&T receives the application, which period shall exclude any time AT&T is awaiting a response from Cygnus.

5.6 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days after (a) the determination that make-ready work is not required but no later than forty-five (45) calendar days after AT&T receives the application, which period shall exclude any time AT&T is awaiting a response from Cygnus or (b) after completion of make-ready work, if Make-Ready work is needed, AT&T shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the occupancy permit. If make-ready work is

to be performed by AT&T, such assignment shall remain in effect until make-ready costs are presented to Cygnus and approval by Cygnus pursuant to the time frames herein stated.

5.6.1 If Cygnus approves AT&T's make ready costs, Cygnus shall have twelve (12) months from the date of assignment or sixty (60) calendar days after completion of make-ready work by AT&T, whichever time is later, to install its facilities. If Cygnus rejects AT&T's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if Cygnus elects from the time of application to perform the make-ready work itself or through a contractor, Cygnus shall install its facilities within twelve (12) months from the date of assignment. In the event Cygnus does not install its facilities within the time frames set out in this Section 5.6.1, the assignment shall be void and such space shall become available.

6. Make-Ready Work

6.1 If performed by AT&T, make-ready work to accommodate Cygnus's facilities shall be included in the normal work load schedule of AT&T with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by AT&T in the ordinary course of AT&T's business.

6.1.1 If Cygnus desires make-ready work to be performed on an expedited basis and AT&T agrees to perform the work on such a basis, AT&T shall recalculate the estimated make-ready charges.

6.2 All charges for make-ready work performed by AT&T are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T. AT&T shall send all invoices to Cygnus via U.S. mail at Cygnus's expense. AT&T will schedule make-ready work for completion in a nondiscriminatory manner on a first-come first-served basis at parity with AT&T. AT&T will begin the process of scheduling make-ready work within twenty (20) business days of receipt of payment from Cygnus.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by AT&T, Cygnus at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by AT&T to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by AT&T in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, Cygnus may not employ a contractor to accomplish make-ready work if AT&T is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.

6.4 Completion of make-ready work. AT&T will issue a occupancy permit to Cygnus at the time all make-ready work necessary to Cygnus's attachment or occupancy has been completed.

7. Application Form And Fees

7.1 Application Form and Fees. To apply for a occupancy permit under this Attachment, Cygnus shall submit the appropriate AT&T administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Cygnus desired route or engineered drawings are to be included). Cygnus has the option of requesting copies of AT&T records only, requesting a records and/or field survey to determine availability, or requesting a make-ready estimate. Before the Application and Conduit Occupancy Permits or Application and Pole Attachment Permits form is approved for the attachment, make ready work must be complete or a records or field survey has determined that make ready work is not required. Cygnus shall submit with Cygnus's occupancy permit application a proposed or estimated construction schedule as set forth below in Section 7.1.2. AT&T will process occupancy permit applications in the order in which they are received; provided, however, that when Cygnus has multiple applications on file with AT&T, Cygnus may designate its desired priority of completion of preoccupancy permit surveys and make-ready work with respect to all such applications.

7.1.1 Each application for a occupancy permit under this Attachment shall specify the proposed route of Cygnus's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Cygnus desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Cygnus desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Cygnus desires to attach to each pole.

7.1.2 Each application for a occupancy permit under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10 herein, and an indication of whether Cygnus will, at it's option, perform it's own make-ready work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Cygnus may include multiple cables in a single occupancy permit application and multiple services (e.g., CATV and non-CATV services) may be provided by Cygnus in the same cable sheath. Cygnus's lashing additional cable to existing facilities of Cygnus and placing additional cables in conduits or ducts already occupied by Cygnus's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if Cygnus desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in occupancy permits in effect, Cygnus must apply for and acquire a new occupancy permit specifically describing the physical size, weight and jacket material of the cable to be placed in AT&T's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to AT&T's poles.

7.3 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing occupancy permits and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

		Notices		**Billing Address**
To Attaching Party as follows:				
Contact		Eric Hiller		
Title		President		
Company		Cygnus Telecommunications Corp.		Cygnus
Address				
Address		81 N. Chicago Street, Suite 202		
City, State, and Zip Code		Joliet, IL 60432		
Telephone		815-478-9666		
Facsimile		510-866-5418		
with a copy to:				
and to Licensor as follows:				

Contact		
Title		Structure Access Manager
Company		AT&T Telecommunications, Inc.
Address		220 Wisconsin Ave
Address		2nd Floor
City, State, and Zip Code		Waukesha, WI 53186
Telephone		(888)395-ASAC (2722)
Facsimile		No fax # Email address: asac@att.com

8. Processing Of Applications (Including Pre-Occupancy Permit Surveys And Field Inspections)

8.1 Cygnus's Priorities. When Cygnus has multiple applications on file with AT&T, Cygnus shall designate its desired priority of completion of preoccupancy permit surveys and make-ready work with respect to all such applications.

8.2 Pre-occupancy permit Survey. After Cygnus has submitted its written application for a occupancy permit, a pre-occupancy permit survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether AT&T's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Cygnus's facilities, without substantially interfering with the ability of AT&T or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of AT&T's conduit system or facilities attached to AT&T's pole or placed within or connected to AT&T's conduit system. If Cygnus gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Cygnus's expense.

If pre-occupancy permit survey is to be conducted by AT&T, AT&T will provide Cygnus with a cost, based on its review of Cygnus's application request, to perform the pre-occupancy permit survey. All charges for pre-occupancy permit work performed by AT&T are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T. Upon receipt of Attaching Party's payment of pre-occupancy permit survey costs, AT&T will schedule the survey for completion in a nondiscriminatory manner on a first-come first-served basis at parity with AT&T.

8.2.1 The purpose of the preoccupancy permit survey is to determine whether space is available for Cygnus's proposed attachments or whether Cygnus's proposed attachments to AT&T's poles or occupancy of AT&T's conduit and ducts will substantially interfere with use of AT&T's facilities by AT&T and others with facilities occupying, connected or attached to AT&T's pole or conduit system, and to provide information to Cygnus for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by AT&T, Cygnus shall determine whether AT&T's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Cygnus's needs.

8.2.3 AT&T may not unreasonably refuse to continue to process an application based on AT&T's determination that Cygnus's proposed use of AT&T's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Cygnus shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Cygnus acknowledges that AT&T is not explicitly or implicitly warranting to Cygnus that Cygnus's proposed use of AT&T's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the preoccupancy permit survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of AT&T and/or other licensed facilities) will be performed by AT&T at Cygnus's expense. Anything to the contrary herein notwithstanding, AT&T shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. Issuance Of Licenses

9.1 Obligation to Issue Occupancy Permits. AT&T shall issue a occupancy permit to Cygnus pursuant to this Section 9. AT&T and Cygnus acknowledge that each application for a occupancy permit shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as

abridging any independent pole attachment rights or conduit or duct access rights which Cygnus may have under the provisions of any applicable federal or State laws or regulations governing access to AT&T's poles, conduits and ducts. Each occupancy permit issued hereunder shall be for an indefinite term, subject to Cygnus's compliance with the provisions applicable to such occupancy permit and further subject to Cygnus's right to terminate such occupancy permit at any time for any reason upon at least thirty (30) calendar days' prior written notice.

9.1.1 Issuance of Occupancy Permits When No Make-Ready Work is Required.

9.2 Multiple Applications. Cygnus acknowledges that multiple parties, including AT&T, may seek to place their facilities in AT&T's conduit and ducts at or about the same time, that the make-ready work required to prepare AT&T's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and AT&T may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Cygnus's submission of written authorization for make-ready work shall also constitute Cygnus's agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Cygnus shall make arrangements with the owners of other facilities located in or connected to AT&T's conduit system or attached to AT&T's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Cygnus's facilities in or to AT&T's structures.

9.5 All charges for make-ready work performed by AT&T are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from AT&T. AT&T shall send all invoices to Cygnus via overnight courier. AT&T will schedule make-ready work for completion in a nondiscriminatory manner on a first come first served basis at parity with AT&T. AT&T will begin the process of scheduling make-ready work within twenty (20) business days of receipt of payment from Cygnus.

9.6 Occupancy Permit. When Cygnus's application for a pole attachment or conduit occupancy permit is approved, and all required make-ready work completed, AT&T will execute and return a signed authorization to Cygnus, as appropriate, authorizing Cygnus to attach or place the specified facilities on AT&T's poles or in AT&T's conduit or ducts.

9.6.1 Each occupancy permit issued under this Attachment shall authorize Cygnus to attach to AT&T's poles or place or maintain in AT&T's conduit or ducts only those facilities specifically described in the occupancy permit, and no others.

9.6.2 Except as expressly stated to the contrary in individual occupancy permits issued hereunder, each occupancy permit issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the occupancy permit itself. In the event of a conflict between the provisions of such occupancy permit and this Attachment, the provisions of this Attachment shall control.

10. Construction Of Cygnus's Facilities

10.1 Construction Schedule. Cygnus shall submit with Cygnus's occupancy permit application a proposed or estimated construction schedule. Promptly after the issuance of a occupancy permit permitting Cygnus to attach facilities to AT&T's poles or place facilities in AT&T's conduit or ducts, Cygnus shall provide AT&T with an updated construction schedule and shall thereafter keep AT&T informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Cygnus or persons acting on Cygnus's behalf will be performing construction work in connection with the placement of Cygnus's facilities in AT&T's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Cygnus places facilities in AT&T's conduit system:

10.2.1 Cygnus shall give written notice of the type of facilities which are to be placed; and;

10.2.2 AT&T shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Cygnus's facilities, the location and the manner in which Cygnus's facilities will enter and exit AT&T's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by AT&T to occupy the conduit system. Cygnus may not occupy a duct other than the specified duct without the express written consent of AT&T. AT&T shall provide to Cygnus space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 AT&T Not Responsible for Constructing or Placing Facilities. AT&T shall have no obligation under this Attachment to construct any facilities for Cygnus or to attach Cygnus's facilities to, or place Cygnus's facilities in, AT&T's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any occupancy permit issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.

10.4 Cygnus Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Cygnus and AT&T, Cygnus shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in AT&T's poles, conduit or ducts, at Cygnus's sole cost and expense. Cygnus shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Cygnus's facilities and for directing the activities of all persons acting on Cygnus's behalf while they are physically present on AT&T's pole, in any part of AT&T's conduit system or in the vicinity of AT&T's poles or conduit system.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Cygnus shall construct its facilities in accordance with the provisions of this Attachment and all occupancy permits issued hereunder.

10.5.1 Cygnus shall not permit any person acting on Cygnus's behalf to perform any work on AT&T's poles or within AT&T's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Cygnus or any person working on Cygnus's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Cygnus shall notify AT&T of the condition of the pole or conduit system in question and shall not proceed with construction activities until Cygnus is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Cygnus shall provide AT&T with information to reasonably assure AT&T that construction has been performed in accordance with all applicable standards and requirements.

10.7 Manhole and Conduit Break-Outs. Cygnus shall be permitted to add conduit ports to AT&T manholes when existing conduits do not provide the pathway connectivity needed by Cygnus, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

10.8 Completion of Attaching Party's Construction. For each Attaching Party Attachment to or occupancy within AT&T facilities, Attaching Party will provide to AT&T's single-point of contact within sixty

(60) calendar days of Attaching Party construction-complete date) a complete set of actual placement drawings for posting to AT&T records.

11. Use And Routine Maintenance Of Cygnus's Facilities

11.1 Use of Cygnus's Facilities. Each occupancy permit granted under this Attachment authorizes Cygnus to have access to Cygnus's facilities on or in AT&T's poles, conduits and ducts as needed for the purpose of serving Cygnus's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2 Routine Maintenance of Cygnus's Facilities. Each occupancy permit granted under this Attachment authorizes Cygnus to engage in routine maintenance of Cygnus's facilities located on or in AT&T's poles, conduits, ducts and rights-of-way pursuant to such occupancy permit. Cygnus shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. Cygnus shall give reasonable notice to AT&T before performing any work, whether or not of a routine nature, in AT&T's conduit system.

11.3 Cygnus Responsible for Maintenance of Cygnus's Facilities. Cygnus shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in this agreement herein, and all occupancy permits issued hereunder. Cygnus shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Cygnus's facilities and for directing the activities of all persons acting on Cygnus's behalf while they are physically present on AT&T's poles, within AT&T's conduit system or in the immediate vicinity of such poles or conduit system.

11.4 AT&T Not Responsible for Maintaining Cygnus's Facilities. AT&T shall have no obligation to maintain any facilities which Cygnus has attached or connected to, or placed in, AT&T's poles, conduits, ducts or any portion of AT&T's conduit system, except to the extent expressly provided by the provisions of this Attachment or any occupancy permit issued hereunder, or by the Act or other applicable federal, State, or local laws, rules or regulations.

11.5 Information Concerning the Maintenance of Cygnus's Facilities. Promptly after the issuance of a occupancy permit permitting Cygnus to attach facilities to, or place facilities in AT&T's poles, conduits or ducts, Cygnus shall provide AT&T with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Cygnus's facilities, and shall thereafter notify AT&T of changes to such information. The manager responsible for routine maintenance of Cygnus's facilities shall, on AT&T's request, identify any contractor, subcontractor, or other person performing maintenance activities on Cygnus's behalf at a specified site and shall, on AT&T's request, provide such additional documentation relating to the maintenance of Cygnus's facilities as reasonably necessary to demonstrate that Cygnus and all persons acting on Cygnus's behalf are complying with the requirements of this Attachment and occupancy permits issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Cygnus's Facilities. All personnel authorized to have access to Cygnus's facilities shall, while working on AT&T's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any AT&T employee, produce such identification.

12. Modification And Replacement Of Cygnus's Facilities

12.1 Notification of Planned Modification or Replacement of Facilities. Cygnus shall, when practicable, notify AT&T in writing at least sixty (60) calendar days before adding to, relocating, replacing or otherwise modifying its facilities attached to an AT&T pole, anchor or anchor/guy strand or located in any AT&T conduit or duct. The notice shall contain sufficient information to enable AT&T to determine whether the proposed addition, relocation, replacement, or modification is permitted under Cygnus's present occupancy permit or requires a new or amended occupancy permit.

12.2 New or Amended Occupancy Permit Required. A new or amended occupancy permit will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Cygnus use additional space on AT&T's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Cygnus's facilities on AT&T's poles or in its conduit or ducts being appreciably different from those described and authorized in Cygnus's then existing occupancy permit (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. Rearrangement Of Facilities At The Request Of Another

13.1 Make-Ready Work at the Request of Cygnus. If, prior to the issuance of a occupancy permit, Cygnus determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Cygnus's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for AT&T or any other person or entity to rearrange existing facilities or structures to accommodate Cygnus, Cygnus shall promptly advise AT&T of the make-ready work it believes necessary to enable the accommodation of Cygnus's facilities.

13.1.1 AT&T shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-ready work is necessary, AT&T shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, AT&T shall provide Cygnus with the estimated costs for make-ready work and a make-ready due date.

13.1.2 Cygnus shall be solely responsible for negotiating with persons or entities other than AT&T for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of AT&T and/or other Attaching Party as well as Cygnus, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new occupancy permits from AT&T, AT&T shall issue such occupancy permits in conjunction with the issuance of the applied-for occupancy permit to Cygnus.

13.2 Rearrangement of Cygnus's Facilities at AT&T's or Another Entity’s Request. Cygnus acknowledges that, from time to time, it may be necessary or desirable for AT&T to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by AT&T's business needs or by an authorized application or occupancy permit of another entity seeking access to AT&T's poles, conduit systems, ducts and/or rights-of-way. Cygnus agrees that Cygnus will, upon AT&T's request, and at AT&T's expense, but at no cost to Cygnus, participate with AT&T and other Attaching Parties in the relocation, reconstruction, or modification of AT&T's conduit system or facilities rearrangement. Cygnus acknowledges that, from time to time, it may be necessary or desirable for AT&T to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Cygnus shall, upon AT&T’s request, participate with AT&T and other Attaching Party in the relocation, reconstruction, or modification of AT&T’s conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Cygnus shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an Cygnus customer.

13.2.2 If Cygnus fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by AT&T in writing, AT&T may perform such rearrangements with written notice to Cygnus, and Cygnus shall reimburse AT&T for actual costs and

expenses incurred by AT&T in connection with the rearrangement of Cygnus's facilities; provided, however, that nothing contained in this Attachment or any occupancy permit issued hereunder shall be construed as requiring Cygnus to bear any expenses which, under the Act or other applicable federal or State laws, rules or regulations, are to be allocated to persons or entities other than Cygnus; and provided further, however, that Cygnus shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting AT&T's business needs or the business needs of any other Attaching Party/joint user.

13.2.3 Cygnus will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than Cygnus, including AT&T.

14. Emergency Repairs And Pole Replacements

14.1 Cygnus Responsible for Emergency Repairs to its Own Facilities. In general, Cygnus shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. AT&T shall be under no obligation to perform any repair or service restoration work of any kind with respect to Cygnus's facilities.

14.2 In the event of an emergency, restoration procedures may be affected by the presence of Cygnus facilities in or on AT&T structures. While AT&T maintains no responsibility for the repair of damaged Cygnus facilities, it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.

14. 3 When an emergency situation arises which necessitates Carrier access to a manhole, Cygnus should call AT&T’s Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. AT&T will then arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to Cygnus for this purpose; Cygnus can obtain this information from Cygnus’s account manager).

14.4 If only Cygnus owned facilities are affected, AT&T shall use best efforts to respond within four (4) hours of Cygnus's call requesting AT&T personnel to be present at site of emergency. Cygnus will perform emergency repair under the direction of AT&T employee(s) or representative available, at Cygnus 's sole cost and expense. Should AT&T not respond in agreed upon time frame, Cygnus will have the right to proceed with the emergency repair without AT&T employee(s) present.

15. Inspection By At&T Of Cygnus’s Facilities

15.1 AT&T's Right to Make Periodic or Spot Inspections. AT&T shall have the right to make periodic or spot inspections at any time of any part of Cygnus's facilities attached to AT&T's poles, anchors or anchor/guy strands or occupying any AT&T conduit or duct for the limited purpose of determining whether Cygnus's facilities are in compliance with the terms of this Attachment and occupancy permits granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 AT&T will give Cygnus advance written notice of such inspections, and Cygnus shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Cygnus.

15.1.2 Such inspections shall be conducted at AT&T's expense; provided, however, that Cygnus shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to Cygnus. Neither the act of inspection by AT&T of Cygnus's facilities nor any failure to inspect such facilities shall operate to impose on AT&T any liability of any kind whatsoever or to relieve Cygnus of any responsibility, obligations or liability under this Attachment or otherwise existing.

16. Notice Of Noncompliance

16.1 Notice of Noncompliance. If, at any time, AT&T determines that Cygnus's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, AT&T may send written notice to Cygnus specifying the alleged noncompliance. Cygnus agrees to acknowledge receipt of the notice as soon as practicable. If Cygnus does not dispute AT&T's assertion that such facilities are not in compliance, Cygnus agrees to provide AT&T with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify AT&T in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Cygnus disputes AT&T's assertion that Cygnus's facilities are not in compliance, Cygnus shall notify AT&T in writing of the basis for Cygnus's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Cygnus has not brought the facilities into compliance within a reasonable time or provided AT&T with proof sufficient to persuade AT&T that AT&T erred in asserting that the facilities were not in compliance, and if AT&T determines in good faith that the alleged noncompliance causes or is likely to cause material damage to AT&T's facilities or those of others users, AT&T may, at its option and Cygnus's expense, take such non-service affecting steps as may be required to bring Cygnus's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment.

16.4 Correction of Conditions by AT&T. If AT&T elects to bring Cygnus's facilities into compliance, the provisions of this Attachment shall apply.

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

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

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

16.5 Cygnus to Bear Expenses. Cygnus shall bear all expenses arising out of or in connection with any work performed to bring Cygnus's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any occupancy permit issued hereunder shall be construed as requiring Cygnus to bear any expenses which, under applicable federal or State laws, rules or regulations, must be borne by persons or entities other than Cygnus.

17. Unauthorized Occupancy Or Utilization Of At&T's Facilities

17.1 Licensing or Removal of Unauthorized Attachments. If any of Cygnus's facilities shall be found attached to pole(s) or occupying conduit systems for which no occupancy permit is outstanding, AT&T, without prejudice to its other rights or remedies under this Agreement, including termination of occupancy permits, may impose a charge and require Cygnus to submit in writing, within thirty (30) calendar days after receipt of written notification from AT&T of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy permit application. If such application is not received by AT&T within the specified time period, Cygnus may be required at AT&T's option to remove its unauthorized attachment or occupancy within sixty (60) calendar days of the final date for submitting the required application, or AT&T may at the end of such sixty (60) calendar day period, at AT&T's option remove Cygnus's facilities without liability, and the expense of such removal shall be borne by Cygnus. Charges for any such unauthorized occupancy shall be equal to the applicable

occupancy permit fees and charges which would have been payable from and after the date such facilities were first placed on AT&T's poles or in AT&T's conduit system, if Cygnus provides reasonable documentation of such placement. If Cygnus is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in the General Terms and Conditions of this Agreement.

17.1.1 Nothing contained in the Agreement or any occupancy permit issued hereunder shall be construed as requiring Cygnus to bear any expenses which, under applicable federal or State laws or regulations, must be borne by persons or entities other than Cygnus.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) calendar days of receipt by Cygnus of an itemized invoice therefor.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by AT&T with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any occupancy permit should be subsequently issued, said occupancy permit shall not operate retroactively or constitute a waiver by AT&T of any of its rights or privileges under this Attachment or otherwise; provided, however, that Cygnus shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

18. Removal Of Cygnus's Facilities

18.1 Pole Attachments. Cygnus, at its expense, will remove its attachments from any of AT&T's poles within thirty (30) calendar days after termination of the occupancy permit covering such attachments. If Cygnus fails to remove its attachments within such thirty (30) calendar day period, AT&T shall have the right to remove such attachments at Cygnus's expense and without any liability on the part of AT&T for damage or injury to Cygnus's attachments unless caused by the negligence or intentional misconduct of AT&T.

18.2 Conduit Occupancy. Cygnus, at its expense, will remove its communications facilities from any AT&T conduit system within sixty (60) calendar days after:

18.2.1 Termination of the occupancy permit covering such conduit occupancy; or

18.2.2 The date Cygnus replaces its existing facilities in one (1) duct with substitute facilities in another duct.

18.2.3 If Cygnus fails to remove its facilities within the specified period, AT&T shall have the right to remove such facilities at Cygnus's expense and without any liability on the part of AT&T for damage or injury to such facilities unless caused by the negligence or intentional misconduct of AT&T.

18.3 Continuing Responsibility for Fees and Charges. Cygnus shall remain liable for and pay to AT&T all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of Cygnus's facilities are physically removed from AT&T's poles or conduit system.

19. Fees, Charges, And Billing

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Attachment will be set forth in the Pricing Schedule of this Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

19.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T shall have the right to change the rates, charges and fees outlined in this Agreement. AT&T will provide the Attaching Party 60 days' written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

EXHIBIT 1

AT&T Records Maintenance Centers

Plant Records/Right of Way Records

Structure Access Manger
220 Wisconsin Ave
2nd Floor
Waukesha, WI 53186
(888) 395-ASAC (2722)

Email address: asac@att.com

EXHIBIT 2

AT&T ADMINISTRATIVE FORMS AND NOTICES

This Exhibit 2 lists the types of administrative forms to be utilized in connection with this Agreement.

A list of forms is located on the AT&T CLEC online website at the following URL:
https://clec.att.com/clec/hb/shell.cfm?section=1714&hb=1504#applicability_guidelines_authority

EXHIBIT 3

2004 FCC Formula Supported Fees
for attachments and/or occupancy effective 1/1/2004
(Re-calculated annually)

Rates and fees are located on the Pricing Schedule.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

AT&T MIDWEST REGION 5-STATE REQUIREMENTS

Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 0 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.

The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 0 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.

Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:

Illinois – 83 IL. Administrative Code Part 731
Indiana – Cause No. 41657
Michigan – Case No. U-11830
Ohio – Case No. 00-942-TP-COI
Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)
Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.

Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T MIDWEST REGION 5-STATE Remedy Plan.

ATTACHMENT 9A

ILLINOIS RECOURSE CREDITS

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ATTACHMENT ILLINOIS RECOURSE CREDITS

1. Introduction

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

1.2 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.3 As used herein, "**Consequential Damages**" shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.

1.4 As used herein, "**Customer Credits**" shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.

1.5 As used herein, "**Local Exchange Service Obligations**" means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.

1.6 As used herein, "**Recourse Credits**" shall mean those credits that **AT&T ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by **AT&T ILLINOIS**.

1.7 As used herein, "**Recourse Credit Claim Form**" shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **AT&T ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the AT&T CLEC Online website: https://clec.ATT.com/clec/.

1.8 This Attachment implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **AT&T ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. Request For Reimbursement

2.1 CLEC shall submit a Recourse Credit Claim Form to **AT&T ILLINOIS**' Local Service Center by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **AT&T ILLINOIS**.

2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **AT&T ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Attachment to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Attachment.

2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to **AT&T ILLINOIS** that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30 and (ii) that a credit in an amount that is not less than the one sought from AT&T ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.

2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:

2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;

2.4.2 The specific Local Exchange Service Obligation that was violated;

2.4.3 Brief statement as to how the alleged actions or inactions of **AT&T ILLINOIS**, or alleged failure or deficiency in any network element or service provided by **AT&T ILLINOIS** to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and

2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3. **Response To Requests For Reimbursement**

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

3.2 For each request for Recourse Credit that is timely disputed by **AT&T ILLINOIS**, the Parties shall use the dispute resolution process set forth in the Agreement.

4. **Limitation Of Liability**

4.1 **AT&T ILLINOIS** shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).

4.2 **AT&T ILLINOIS** shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).

4.3 In the event that **AT&T ILLINOIS** is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5. **Method And Timing Of Reimbursement**

5.1 Recourse Credits made under this Attachment shall be credited to the CLEC on **AT&T ILLINOIS**' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the **AT&T ILLINOIS**' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by **AT&T ILLINOIS** after dispute resolution negotiations pursuant to Section 3.2 shall be credited to CLEC on **AT&T ILLINOIS**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that **AT&T ILLINOIS** that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on **AT&T ILLINOIS**' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

5.2 Where reimbursement is to be made by credit on **AT&T ILLINOIS**' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.

5.3 Any disputed request for a Recourse Credit which **AT&T ILLINOIS** is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other

tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by **AT&T ILLINOIS** which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by **AT&T ILLINOIS** or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by **AT&T ILLINOIS**, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by **AT&T ILLINOIS** to the date of payment.

6. **Obligation To Update**

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

6.2 If **AT&T ILLINOIS** denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, **AT&T ILLINOIS** shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in **AT&T ILLINOIS** failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, **AT&T ILLINOIS** shall provide such Recourse Credit not less than thirty (30) Business Days after **AT&T ILLINOIS** agrees that such Recourse Credit should have been paid.

7. **Reservation Of Rights**

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

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

EXHIBIT RC

Illinois Recourse Credit Claim

Date Submitted:_____

CARRIER NAME:_____ END USER CUSTOMER AFFECTED NAME:_____

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

Check Applicable Claim(s) Below and Provide Requested Information

__ Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* :_____
Ticket number: _____
Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: $_____
Amount of Credit issued to end user Customer: $_____
Applicable Credit (Check/Circle One): Pro-Rata ____ 1/3____ 2/3____ 100%____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service:
Requested Installation Date:_____
Date/Time Order Received by Company* :_____ Date Installed: _____
Order number: _____
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: $_____
Amount of Credit Issued to end-user Customer: $_____
Applicable Credit (Check/Circle One): 50%_____ 100%_____
Number of Additional Days _____ @ $20/day ___ OR wireless phone $_____ /day
Requested Recourse Credit: $_____

__ Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)
Order number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

__ Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/___/____ Time: AM___ PM ___ All Day ___ (Check/Circle One)
Ticket number: _____
Amount of Credit Issued to end-user Customer: $_____
Requested Recourse Credit: $_____

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

COMPANY* RESOLUTION/RESPONSE

Company* Contact:

Claim Accepted: _____ Recourse Credit Amount: $_____
Claim Partially Accepted: _____
Claim Rejected-Incomplete: _____
Claim Denied: _____

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

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

- "Company" refers to AT&T ILLINOIS

ATTACHMENT 10

AT&T DISASTER RECOVERY PLAN

The AT&T Disaster Recovery Plan is maintained and may be accessed on the AT&T CLEC Online website.

ATTACHMENT 11

BONA FIDE REQUEST PROCESS

1 BONA FIDE REQUEST PROCESS

1.1 The Parties agree that Cygnus is entitled to order any Unbundled Network Element, Interconnection option, service option or Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act").

2 BONA FIDE REQUEST

2.1 A Bona Fide Request (BFR) is to be used when Cygnus makes a request of AT&T to provide a new or modified Unbundled Network Element, Interconnection option, or other service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2 A BFR shall be submitted in writing by Cygnus via the BFR Application form found on AT&T's CLEC Online website and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request shall also include Cygnus's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e., a BFR). The request shall be sent to Cygnus's designated AT&T Local Service Specialist.

2.2.1 Cygnus shall include with its BFR Application Form a "BFR Deposit" to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.

2.2.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, Cygnus shall be responsible for all preliminary evaluation costs incurred by AT&T to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).

2.2.3 If Cygnus submits a BFR Deposit with its BFR, and AT&T is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T will credit the BFR Deposit amount to Cygnus's account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of Cygnus, either be credited toward the Cygnus's account or credited toward any additional developmental costs authorized by Cygnus.

2.3 If AT&T determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, AT&T shall notify Cygnus within ten (10) business days of AT&T's receipt of BFR that a Complex Request Evaluation Fee will be required prior to the evaluation of the BFR. Cygnus shall submit such Complex Request Evaluation Fee within thirty (30) business days of AT&T's notice that a Complex Request Evaluation Fee is required. Within thirty (30) business days of AT&T's receipt of the Complex Request Evaluation Fee, AT&T shall respond to Cygnus by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Services or confirm that AT&T will not offer the

Requested Services. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause AT&T to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, AT&T shall respond to Cygnus by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that AT&T will offer access to the Requested Services or confirm that AT&T will not offer the Requested Services. If the preliminary analysis states that AT&T will not offer the Requested Services, AT&T will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4 Cygnus may cancel a BFR at any time. If Cygnus cancels the request more than ten (10) business days after submitting the BFR request, Cygnus shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any Complex Request Evaluation Fee submitted in accordance with Section 2.3 above.

2.5 Cygnus will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If Cygnus fails to respond within this 30-day period, the BFR will be deemed cancelled.

2.5.1 AT&T shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of Cygnus's acceptance of the preliminary analysis.

2.5.2 Cygnus shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

2.6 Unless Cygnus agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7 If Cygnus believes that AT&T's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute. Any such arbitration applicable to Unbundled Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

2.8 Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

ATTACHMENT-PRICING
(ILLINOIS)

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ATTACHMENT PRICING
(ILLINOIS)

1. Introduction

1.1 This Attachment sets forth the pricing terms and conditions only for the applicable **AT&T Inc. (AT&T)** owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Attachment is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

1.3 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.4 Replacement of Non-Interim Rates

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

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

1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective

between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.

1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon **AT&T ILLINOIS**' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, **AT&T ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and **AT&T ILLINOIS** will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

1.6 Replacement of Interim Rates

Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **AT&T ILLINOIS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **AT&T ILLINOIS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

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

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

For Loops:

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

1.9 **AT&T ILLINOIS**' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **AT&T ILLINOIS** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Attachment Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **AT&T ILLINOIS** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T ILLINOIS**' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **AT&T ILLINOIS**' current generic contract rate for the Product or Service set forth in **AT&T ILLINOIS**' applicable state-specific generic pricing schedule as published on **AT&T ILLINOIS**' CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **AT&T ILLINOIS** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

1.9.3 **AT&T ILLINOIS**' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **AT&T ILLINOIS**' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

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

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

2. Recurring Charges

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

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

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

3. Non-Recurring Charges

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

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AT&T ILLINOIS** network, without any changes to **AT&T ILLINOIS**' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AT&T ILLINOIS** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. Billing

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

ILLINOIS BELL
TELEPHONE COMPANY d/b/a ATT ILLINOIS
APRIL 20, 2007

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

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

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring		Non-Recurring	
79	**		Removal of Repeater Options - per element	NRBNL	N/A		$ 21.49	N/A
80	**		Removal Excessive Bridged Tap Option - per element	NRBNK	N/A		$ 14.00	N/A
81	**		Removal of Load Coil - per element	NRBNJ	N/A		$ 14.08	N/A
82								
83	**Remove All or NON-Excessive Bridged Tap (RABT) - MMP**							
84			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		$ 286.75	N/A
85			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		$ 742.35	N/A
86			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None		$ 286.75	N/A
87			Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental	NRMRM	None		$ 286.75	N/A
88								
89								
90	**Loop Non-Recurring Charges**							
91		Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) /1/						
92		Service Order - Initial (Connect) /2/		SEPUP	N/A		$ 6.76	N/A
93	*	Service Order - (Disconnect) /2/		NKCG6	N/A		$ 6.36	N/A
94	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/		REAH9	N/A		$ 6.76	N/A
95	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/		NR9UP	N/A		$ 5.78	N/A
96		Service Ordering Charge - Analog Loops - Intitial - Per Occasion (Connect + Disconnect) /1/						
97		Line Connection (Initial) /2/		SEPUC	N/A		$ 49.00	N/A
98		Line Connection (Additional) /2/		1CRG7	N/A		$ 33.92	N/A
99		Line Connection (Disconnect-Initial) /2/		NKCG7	N/A		$ 9.50	N/A
100		Line Connection (Disconnect-Additional) /2/		NKCG5	N/A		$ 7.03	N/A
101	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/			N/A			
102		Service Ordering -(DS1) - Administrative Charge (Connect) /2/		NR90R	N/A		$ 10.64	N/A
103		Service Ordering -(DS1) - Administrative Charge (Disconnect /2/		NR9OT	N/A		$ 8.60	N/A
104		Service Provisioning (DS1) (Connect + Disconnect) /1/						
105			Connection Initial	1CRG1	N/A		$ 200.75	N/A
106			Connection Additional	1CRG2	N/A		$ 100.57	N/A
107			Disconnection Initial	NKCG1	N/A		$ 7.49	N/A
108			Disconnection Additional	NKCG2	N/A		$ 5.83	N/A
109		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)						
110			Connection Initial	NR9OY	N/A		$ 10.64	N/A
111			Connection Additional	NR9OZ	N/A		$ 8.60	N/A
112		Service Provisioning DS3 (Connect + Disconnect)						
113			Connection Initial	1CRG3	N/A		$ 84.49	N/A
114			Connection Additional	1CRG4	N/A		$ 28.79	N/A
115			Disconnection Initial	NKCG3	N/A		$ 7.68	N/A
116			Disconnection Additional	NKCG4	N/A		$ 6.02	N/A
117								
118	**SUB-LOOPS**							
119		**ECS to SAI sub-loop**						
120			2 Wire Analog - area A	PENDING	$ 0.99		See NRC prices below	
121			2 Wire Analog - area B	PENDING	$ 1.64		See NRC prices below	
122			2 Wire Analog - area C	PENDING	$ 1.70		See NRC prices below	
123			4 Wire Analog - area A	PENDING	$ 2.00		See NRC prices below	
124			4 Wire Analog - area B	PENDING	$ 3.34		See NRC prices below	
125			4 Wire Analog - area C	PENDING	$ 3.35		See NRC prices below	
126			2 Wire DSL - area A	PENDING	$ 0.99		See NRC prices below	
127			2 Wire DSL - area B	PENDING	$ 1.64		See NRC prices below	
128			2 Wire DSL - area C	PENDING	$ 1.70		See NRC prices below	
129			4 Wire DSL - area A	PENDING	$ 2.00		See NRC prices below	
130			4 Wire DSL - area B	PENDING	$ 3.34		See NRC prices below	
131			4 Wire DSL - area C	PENDING	$ 3.35		See NRC prices below	
132		**ECS to Terminal sub-loop**						
133			2 Wire Analog - area A	PENDING	$ 0.98		See NRC prices below	
134			2 Wire Analog - area B	PENDING	$ 5.93		See NRC prices below	
135			2 Wire Analog - area C	PENDING	$ 10.38		See NRC prices below	
136			4 Wire Analog - area A	PENDING	$ 2.03		See NRC prices below	
137			4 Wire Analog - area B	PENDING	$ 11.88		See NRC prices below	
138			4 Wire Analog - area C	PENDING	$ 20.70		See NRC prices below	
139			2 Wire DSL - area A	PENDING	$ 0.98		See NRC prices below	
140			2 Wire DSL - area B	PENDING	$ 5.93		See NRC prices below	
141			2 Wire DSL - area C	PENDING	$ 10.38		See NRC prices below	
142			4 Wire DSL - area A	PENDING	$ 2.03		See NRC prices below	
143			4 Wire DSL - area B	PENDING	$ 11.88		See NRC prices below	
144			4 Wire DSL - area C	PENDING	$ 20.70		See NRC prices below	
145		**ECS to NID sub-loop**						
146			2 Wire Analog - area A	PENDING	$ 2.14		See NRC prices below	
147			2 Wire Analog - area B	PENDING	$ 7.36		See NRC prices below	
148			2 Wire Analog - area C	PENDING	$ 11.84		See NRC prices below	
149			4 Wire Analog - area A	PENDING	$ 4.36		See NRC prices below	
150			4 Wire Analog - area B	PENDING	$ 14.74		See NRC prices below	
151			4 Wire Analog - area C	PENDING	$ 23.64		See NRC prices below	
152			2 Wire DSL - area A	PENDING	$ 2.14		See NRC prices below	
153			2 Wire DSL - area B	PENDING	$ 7.36		See NRC prices below	
154			2 Wire DSL - area C	PENDING	$ 11.84		See NRC prices below	
155			4 Wire DSL - area A	PENDING	$ 4.36		See NRC prices below	
156			4 Wire DSL - area B	PENDING	$ 14.74		See NRC prices below	
157			4 Wire DSL - area C	PENDING	$ 23.64		See NRC prices below	

TBD -To be determined
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ILLINOIS BELL
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APRIL 20, 2007

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring		Non-Recurring	
158		**SAI to Terminal sub-loop**						
159	*		2 Wire Analog - area A	PENDING	$ 1.28		See NRC prices below	
160	*		2 Wire Analog - area B	PENDING	$ 3.50		See NRC prices below	
161	*		2 Wire Analog - area C	PENDING	$ 5.65		See NRC prices below	
162	*		4 Wire Analog - area A	PENDING	$ 1.43		See NRC prices below	
163	*		4 Wire Analog - area B	PENDING	$ 5.90		See NRC prices below	
164	*		4 Wire Analog - area C	PENDING	$ 9.34		See NRC prices below	
165	*		2 Wire DSL - area A	PENDING	$ 1.14		See NRC prices below	
166	*		2 Wire DSL - area B	PENDING	$ 3.12		See NRC prices below	
167	*		2 Wire DSL - area C	PENDING	$ 5.65		See NRC prices below	
168	*		4 Wire DSL - area A	PENDING	$ 1.43		See NRC prices below	
169	*		4 Wire DSL - area B	PENDING	$ 5.90		See NRC prices below	
170	*		4 Wire DSL - area C	PENDING	$ 9.34		See NRC prices below	
171		**SAI to NID sub-loop**						
172	*		2 Wire Analog - area A	PENDING	$ 1.67		See NRC prices below	
173	*		2 Wire Analog - area B	PENDING	$ 4.67		See NRC prices below	
174	*		2 Wire Analog - area C	PENDING	$ 7.66		See NRC prices below	
175	*		4 Wire Analog - area A	PENDING	$ 2.14		See NRC prices below	
176	*		4 Wire Analog - area B	PENDING	$ 8.81		See NRC prices below	
177	*		4 Wire Analog - area C	PENDING	$ 13.94		See NRC prices below	
178	*		2 Wire DSL - area A	PENDING	$ 1.38		See NRC prices below	
179	*		2 Wire DSL - area B	PENDING	$ 3.61		See NRC prices below	
180	*		2 Wire DSL - area C	PENDING	$ 7.66		See NRC prices below	
181	*		4 Wire DSL - area A	PENDING	$ 2.14		See NRC prices below	
182	*		4 Wire DSL - area B	PENDING	$ 8.63		See NRC prices below	
183	*		4 Wire DSL - area C	PENDING	$ 13.94		See NRC prices below	
184		**Terminal to NID sub-loop**						
185	*		2 Wire Analog - area A	PENDING	$ 0.42		See NRC prices below	
186	*		2 Wire Analog - area B	PENDING	$ 1.01		See NRC prices below	
187	*		2 Wire Analog - area C	PENDING	$ 1.10		See NRC prices below	
188	*		4 Wire Analog - area A	PENDING	$ 0.62		See NRC prices below	
189	*		4 Wire Analog - area B	PENDING	$ 2.21		See NRC prices below	
190	*		4 Wire Analog - area C	PENDING	$ 2.42		See NRC prices below	
191	*		2 Wire DSL - area A	PENDING	$ 0.35		See NRC prices below	
192	*		2 Wire DSL - area B	PENDING	$ 0.78		See NRC prices below	
193	*		2 Wire DSL - area C	PENDING	$ 0.97		See NRC prices below	
194	*		4 Wire DSL - area A	PENDING	$ 0.56		See NRC prices below	
195	*		4 Wire DSL - area B	PENDING	$ 1.89		See NRC prices below	
196	*		4 Wire DSL - area C	PENDING	$ 2.24		See NRC prices below	
197		**NID sub-loop element**						
198			2 Wire Analog - area A	PENDING	$ 0.19		See NRC prices below	
199			2 Wire Analog - area B	PENDING	$ 0.24		See NRC prices below	
200			2 Wire Analog - area C	PENDING	$ 0.20		See NRC prices below	
201			4 Wire Analog - area A	PENDING	$ 0.42		See NRC prices below	
202			4 Wire Analog - area B	PENDING	$ 0.50		See NRC prices below	
203			4 Wire Analog - area C	PENDING	$ 0.42		See NRC prices below	
204			2 Wire DSL - area A	PENDING	$ 0.19		See NRC prices below	
205			2 Wire DSL - area B	PENDING	$ 0.24		See NRC prices below	
206			2 Wire DSL - area C	PENDING	$ 0.20		See NRC prices below	
207			4 Wire DSL - area A	PENDING	$ 0.42		See NRC prices below	
208			4 Wire DSL - area B	PENDING	$ 0.50		See NRC prices below	
209			4 Wire DSL - area C	PENDING	$ 0.42		See NRC prices below	
210			2 Wire ISDN Compatible - area A	PENDING	$ 0.19		See NRC prices below	
211			2 Wire ISDN Compatible - area B	PENDING	$ 0.24		See NRC prices below	
212			2 Wire ISDN Compatible - area C	PENDING	$ 0.20		See NRC prices below	
213			4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below	
214			4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
215			4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
216								
217	**Sub-Loop Non-Recurring Charges**							
218	*		2-Wire Analog Sub-Loop	PENDING			$ 220.28	
219	*		4-Wire Analog Sub-Loop	PENDING			$ 239.27	
220	*		2-Wire xDSL Digital Sub-Loop	PENDING			$ 220.28	
221	*		4-Wire xDSL Digital Sub-Loop	PENDING			$ 279.25	
222	*		2-Wire ISDN Digital Sub-Loop	PENDING			$ 305.92	
223			4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING			$ 513.73	
224								
225		**Service Order Charge**						
226	*		Establish, per occasion	PENDING			$ 13.17	
227	*		Add or change, per occasion	PENDING			$ 13.17	
228		**Line Connection Charge**						
229	*		per occasion	PENDING			$ 25.08	
230								
231								
232	**Cross Connects**							
233		2-Wire		CXCT2	$ 0.14		N/A	N/A
234		DS1/LT1		CXCDX	$ 0.43		N/A	N/A
235		DS3/LT3		CXC8X	$ 0.76		N/A	N/A

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Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring		Non-Recurring	
236		DS3 Loop Cross-Connect to Collocation		CXCBX	$ 33.14		N/A	N/A
237								
238		**Interoffice Transport:**						
239		DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 17.35		N/A	N/A
240			Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 1.88		N/A	N/A
241		DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	$ 146.93		N/A	N/A
242			Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	$ 29.81		N/A	N/A
243			Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	$ 146.93		N/A	N/A
244			Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	$ 29.81		N/A	N/A
245								
246	**Multiplexing**							
247		DS1 to Voice Grade		QMVXA-XC	$ 275.34		N/A	N/A
248		DS3 to DS1		QM3XA-XC	$ 404.30		N/A	N/A
249								
250	**Dedicated Transport Cross Connects**							
251		DS1		CXCDX	$ 0.43		N/A	N/A
252		DS3		CXCEX	$ 0.76		N/A	N/A
Dedicated Transport								
	Entrance Facility:							
	DS1		Area A	UEYBA	$ 73.46		NA	NA
			Area B	UEYBB	$ 61.45		NA	NA
			Area C	UEYBC	$ 61.56		NA	NA
	DS3		Area A	UEYCA	$ 686.47		NA	NA
			Area B	UEYCB	$ 768.77		NA	NA
			Area C	UEYCC	$ 752.87		NA	NA
253								
254	**Dedicated Transport Optional Features & Functions**							
255	*	**DS1**	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC			$ 443.18	N/A
256								
257	**Dedicated Transport Installation & Rearrangement Charges**							
258	*	**DS1**	Administration Charge - Per Order	ORCMX	N/A		$ 406.61	N/A
259	*		Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A		$ 632.71	N/A
260	*		Carrier Connection Charge - Per Order	NRBBL	N/A		$ 585.51	N/A
261	*	**DS3**	Administration Charge - Per Order	ORCMX	N/A		$ 308.22	N/A
262	*		Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A		$ 671.16	N/A
263	*		Carrier Connection Charge - Per Order	NRBDT	N/A		$ 377.25	N/A
264								
265	**Enhanced Extended Loop (EEL) Service Order per LSR**							
266	Analog Loop Service Order Charge, per ASR or LSR							
267	Electronic Establish (Connection + Disconnection) /1/							N/A
268			Connection	NKCAR	N/A		$ 10.48	N/A
269			Disconnection /2/	NKCAS	N/A		$ 8.63	N/A
270			Electronic Subsequent	NKCAT			$ 10.04	N/A
271	Manual Establish (Connection + Disconnection) /1/							N/A
272			Connection	NKCAU	N/A		$ 63.12	N/A
273			Disconnection	NKCAV	N/A		$ 42.47	N/A
274			Manual Subsequent	NKCAW	N/A		$ 59.18	N/A
275								
276	2-Wire Digital Loop Service Order Charge							
277	Electronic Establish (Connection + Disconnection) /1/							N/A
278			Connection	NKCAR	N/A		$ 10.48	N/A
279			Disconnection	NKCAS	N/A		$ 8.63	N/A
280			Electronic Subsequent	NKCAT	N/A		$ 10.04	N/A
281	Manual Establish (Connection + Disconnection) /1/							N/A
282			Connection	NKCAU	N/A		$ 63.12	N/A
283			Disconnection	NKCAV	N/A		$ 42.47	N/A
284			Manual Subsequent	NKCAW	N/A		$ 59.18	N/A

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ILLINOIS BELL
TELEPHONE COMPANY d/b/a ATT ILLINOIS
APRIL 20, 2007

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring	
285	DS1 Loop Service Order Charge Per LSR or ASR						
286		Electronic Establish (Connection + Disconnection)					
287		Connection	NKCAX	N/A		$ 11.14	
288		Disconnection	NKCAY	N/A		$ 8.63	
289		Electronic Subsequent	NKCAZ	N/A		$ 10.04	
290		Manual Establish (Connection + Disconnection)					
291		Connection	NKCB1	N/A		$ 69.74	
292		Disconnection	NKCB2	N/A		$ 42.47	
293		Manual Subsequent	NKCB3	N/A		$ 59.18	
294	DS1 Transport Service Order Charge Per LSR or ASR						
295		Electronic Establish (Connection + Disconnection)					
296		Connection	PENDING	N/A		$ 11.44	
297		Disconnection	PENDING	N/A		$ 8.63	
298		Manual Establish (Connection + Disconnection)					
299		Connection	PENDING	N/A		$ 72.70	
300		Disconnection	PENDING	N/A		$ 42.47	
301	DS3 Transport Service Order Charge Per LSR or ASR						
302		Electronic Establish (Connection + Disconnection)					
303		Connection	PENDING	N/A		$ 11.44	
304		Disconnection	PENDING	N/A		$ 8.63	
305		Manual Establish (Connection + Disconnection)					
306		Connection	PENDING	N/A		$ 72.70	
307		Disconnection	PENDING	N/A		$ 42.47	
308	Central Office DS1 to Voice Mux Service Order						
309		Electronic Establish (Connection + Disconnection)					
310		Connection	PENDING	N/A		$ 11.44	
311		Disconnection	PENDING	N/A		$ 8.63	
312		Manual Establish (Connection + Disconnection)					
313		Connection	PENDING	N/A		$ 72.70	
314		Disconnection	PENDING	N/A		$ 42.47	
315	Non-Channelized DS1 EEL Service Order						
316		Electronic Establish (Connection + Disconnection)					
317		Connection	NKCB4	N/A		$ 11.14	
318		Disconnection	NKCB5	N/A		$ 8.63	
319		Manual Establish (Connection + Disconnection)					
320		Connection	NKCB6	N/A		$ 69.74	
321		Disconnection	NKCB7	N/A		$ 42.47	
322	**Provisioning**						
323	2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/						
324		Connection	NKCB8	N/A		$ 49.44	
325		Disconnection	NKCB9	N/A		$ 9.50	
326	2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/						
327		Connection	NKCBA	N/A		$ 33.86	
328		Disconnection	NKCBB	N/A		$ 7.03	
329	4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/						
330		Connection	NKCBC	N/A		$ 49.44	
331		Disconnection	NKCBD	N/A		$ 9.50	
332	4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/						
333		Connection	NKCBE	N/A		$ 33.86	
334		Disconnection	NKCBF	N/A		$ 7.03	
335	2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/						
336		Connection	NKCBG	N/A		$ 65.76	
337		Disconnection	NKCBH	N/A		$ 9.50	
338	2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/						
339		Connection	NKCBJ	N/A		$ 30.46	
340		Disconnection	NKCBK	N/A		$ 7.03	
341	4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)						
342		Connection	NKCBL			$ 248.22	
343		Disconnection	NKCBM			$ 11.97	
344	4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)						
345		Connection	NKCBN			$ 135.15	
346		Disconnection	NKCBO			$ 8.25	
347	Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)						
348		Connection	PENDING			$ 66.78	
349		Disconnection	PENDING			$ 7.92	
350	Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)						
351		Connection	PENDING			$ 36.59	
352		Disconnection	PENDING			$ 4.20	
353	DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)						
354		Connection	PENDING			$ 95.69	
355		Disconnection	PENDING			$ 12.35	
356	DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)						
357		Connection	PENDING			$ 61.65	
358		Disconnection	PENDING			$ 8.64	
359	4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnnection)						
360		Connection	NKCBT			$ 356.20	
361		Disconnection	NKCBU			$ 17.20	
362	4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)						

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NA -Not Applicable

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring	
363		Connection	NKCBV			$ 146.40	
364		Disconnection	NKCBW			$ 12.13	
365	DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)						
366		Connection	PENDING			$ 139.71	
367		Disconnection	PENDING			$ 17.20	
368	DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)						
369		Connection	PENDING			$ 48.78	
370		Disconnection	PENDING			$ 12.13	
371	Clear Channel Capability, Initial, Install		NKCC6			$ 70.32	
372	Clear Channel Capability, Additional, Install		PENDING			$ 8.87	
373	Clear Channel Capability, Additional, Disconnect		NKCC7			$ 8.87	
374							
375	**Special Access to UNE Conversion**						
376	Channalized Facility (DS1 or DS3) Term.to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage						
377		Channelized Facility from Cage, DS1 , Design and Coordination Charge	NKCC9	N/A		N/A	
378		Channelized Facility from Cage, DS3, Design and Coordination Charge	NKCCA	N/A		N/A	
379	Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage						
380		Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	NKCCB	N/A		N/A	
381		Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCCC	N/A		N/A	
382		Non-Channelized Facility from Cage, DS3, Design and Coordination charge	NKCCD	N/A		N/A	
383	Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DSO or DS1) Terminating to Collo						
384		Channelized Facility from POP, DS1, Design and Coordination charge	NKCCE	N/A		N/A	
385		Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCF	N/A		N/A	
386		Channelized Facility from POP, DS0, Design and Coordination Charge	PENDING	N/A			
387	Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage					N/A	
388		Non-Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	N/A		N/A	
389		Non-Channelized Facility from OPO, DSO, Design and coordination Charge	NKCCG	N/A		N/A	
390		Non-Channelized Facility from POP, DS1, Design and Coordination Charge	NKCCH	N/A		N/A	
391		Non-Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCJ	N/A		N/A	
392		Private Line to UNE Conversion	PENDING	N/A		$ 25.57	
393		AC2U Project Administrative Activity Per Service Circuit	NKCC8			$ 21.23	
394							
395	**Dark Fiber**						
396		Dark Fiber Interoffice					
397	*	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	$ 16.24		N/A	N/A
398		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	$ 0.0018		N/A	N/A
399		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	$ 3.43		N/A	N/A
400		Inquiry (Per Request)					
401	*	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A		$ 325.28	N/A
402		FIRM ORDER (Per Fiber Strand)					
403	*	Administrative per Order	NRB51	N/A		$ 28.63	N/A
404	*	Dark Fiber Interofcfice Transport - NRC	NRB54	N/A		$ 612.88	N/A
405							
406		**Routine Modifications**					
407		Routine Modiifications to Existing Facilities Charge	PENDING	N/A		ICB	N/A
408							
409							
410	**LNP**						
411	***Local Number Portability		NSR	$0.00		N/A	
412		***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
413		effective October 1, 2004.					
414							
415	**Maintenance of Service**		VRP	N/A		$ 71.00	
416							
417	***OTHER***						
418	**Directory Assistance**						
419							
420	**Directory Assistance**						
421		Directory Assistance, per call	OPEN	$ 0.40		N/A	
422		National Directory Assistance (NDA), per call	OPEN	$ 0.65		N/A	
423		Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65		N/A	
424		Business Category Search (BCS) / where applicable, per call	OPEN	$ 0.65		N/A	
425		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15		N/A	
426							
427		**OS/DA Automated Call Greeting and Reference / Rates**					
428		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A		$ 1,800.00	
429		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03		N/A	
430		Branding - Facility Based - Initial/Subsequent Load					
431		- Branding, per trunk group	OPEN	N/A		$ 800.00	
432		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A		$ 5,000.00	
433		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A		$ 1,500.00	
434							
435	**Operator Services**						
436		Fully Automated Call Processing, per call	OPEN	$ 0.15		N/A	
437		Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV]					
438		and Busy Line Verification / Interrupt [BLV/I]), per work second	OPEN	$ 0.03		N/A	
439							

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

ILLINOIS BELL
TELEPHONE COMPANY d/b/a ATT ILLINOIS
APRIL 20, 2007

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring		Non-Recurring	
440	**DA Listing Liscense**						
441		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
442		- per listing for initial load	OPEN	N/A		$ 0.040	N/A
443		- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
444		Option #2 Full File (all states inclusive) Billable Release					
445		- per listing for initial load	OPEN	N/A		$ 0.020	N/A
446		- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
447		- per usage/query	OPEN	N/A		$ 0.020	N/A
448		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
449		- per listing for initial load	OPEN	N/A		$ 0.050	N/A
450		- per listing for subsequent updates	OPEN	N/A		$ 0.060	N/A
451		Option #4 Pick & Choose (by state) Billable Release					
452		- per listing for initial load	OPEN	N/A		$ 0.020	N/A
453		- per listing for subsequent updates	OPEN	N/A		$ 0.030	N/A
454		- per usage/query	OPEN	N/A		$ 0.020	N/A
455							
456	**Resale**						
457		**DIRECTORY ASSISTANCE / OPERATOR SERVICES**					
458		Local Directory Assistance	RESALE	21.46%		N/A	
459		Local Operator Assistance Services	RESALE	21.46%		N/A	
460							
461		National Directory Assistance (NDA), per call	OPEN	$ 0.65		N/A	
462		Reverse Directory Assistance (RDA), per call	OPEN	$ 0.65		N/A	
463		Business Category Search (BCS) / where applicable, per call	OPEN	$ 0.65		N/A	
464		Directory Assistance Call Completion (DACC), per call	OPEN	$ 0.15		N/A	
465							
466		**OS/DA Automated Call Greeting and Reference / Rates**					
467		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A		$ 1,800.00	
468		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	$ 0.03		N/A	
469		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A		$ 5,000.00	
470		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A		$ 1,500.00	
471							
472	**Ancillary Message Billing Compensation (Per Message)**		OPEN	$ 0.03		N/A	N/A
		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	$ 0.05			
473							
474	**Structure Access - Poles & Ducts**			Annually			
475		Poles ($/Attachment/yr.)*##					
476		Per Pole Attachment*	OPEN	$ 2.46		N/A	N/A
477		Per Foot of innderduct##	OPEN	$ 0.49		N/A	N/A
478		Application fee	OPEN			$ 200.00	
479		Unauthorized Attachment Fee	OPEN			$500.00 per pole	
480		Unauthoirzed Occupancy6 Fee	OPEN			$50.00 per Conduit Foot	
481		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional					
482		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
483		## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,					
484		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.					
485		New rates will be communicated to CLEC no later than November 1st for the succeeding year					
486							
487	**Emergency Number Service Access**						
488		911 Selective Router Interconnection					
489		- Digital DS1 Interface		$ 198.11		$ 706.64	
490		-Each DSO installed	USAGE	$0.00		$ 507.00	
491		-Analog Channel Interface	EVG9X	$ 19.99		$ 610.45	
492		ANI/ALI/SR and Database Management					
493		- Per 100 records, rounded up to nearest 100	9S89X	$ 3.53		$ 713.33	
494		Access Routing File (CD-ROM)	USAGE	$ 25.95			
495		911 Selective Router Switch Administration					
496		-Per Selective Router	USAGE	$ 91.49		$ 5,557.82	
497							
498	**INTERCARRIER COMPENSATION**						
499		**End Office Local Termination**					
500		Set up charge, per call	USAGE	$ 0.009512			
501		Duration charge, per MOU	USAGE	$ 0.000967			
502		**Tandem Switching**					
503		Set up charge, per call	USAGE	$ 0.000496			
504		Duration charge, per MOU	USAGE	$ 0.000927			
505		**Tandem Transport Termination, per MOU**	USAGE	$ 0.000201			
506		**Tandem Transport Facility per MOU, per Mile**	USAGE	$ 0.000013			
507		**Rate for Presumed ISP-Bound Traffic as per FCC 01-131**	USAGE	$ 0.0007			
508							

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ILLINOIS BELL
TELEPHONE COMPANY d/b/a ATT ILLINOIS
APRIL 20, 2007

Line	ILLINOIS		AT&T Generic Rates	USOC	Recurring		Non-Recurring	
509		/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/					
510		/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.					
511		*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Noitce"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.					
512								
513		**	These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall beg the later of February 6, 2003, the date of the Order, or the effective date of these interim rates as to a CLEC for any loop conditioning addressed above that a CLEC orders on an xDSL subloop at the rates set forth herein. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, AT&T Illinois shall perform the appropriate true-up calculation and issue adjustments, to the extent applicable. The backbilling limitations applicable to amounts billed under this Agreement will not apply. These loop conditioning rates are not interim or subject to true-up as to stand-along xDSL loops, but rather, constitute the non-interim loop conditioning rates previously established by the ICC for stand-alone, copper xDSL loops.					
TRANSIT SERVICE								
	Tandem Switching, per minute of use			USAGE	$	0.004836	NA	
	Tandem Termination, per minute of use			USAGE	$	0.000189	NA	
	Tandem Facility, per minute of use			USAGE		0.0000093	NA	
514	***RESALE***							
515		See the "Illinois Resale Pricing" schedule						
516	**Line Connection Charge**							
517		Residence		RESALE			C.C. No. 20 Tariff Part 22	
518		Business		RESALE			See ILL.C.C. No. 20 Tariff Part 22	
519	**Service Order/Service Request Charge**							
520		Residence		RESALE			See ILL.C.C. No. 20 Tariff Part 22	
521		Business		RESALE			See ILL.C.C. No. 20 Tariff Part 22	
522	**Non-Electronic (Manual) Service Order Charge**							
523		Residence		RESALE			See ILL.C.C. No. 20 Tariff Part 22	
524		Business		RESALE			See ILL.C.C. No. 20 Tariff Part 22	
525								

TBD -To be determined
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