

APPENDIX UNE LINE SPLITTING

This Appendix to Attachment 25: DSL contains provisions concerning line splitting.

1.0 INTRODUCTION

- 1.1 AT&T will make available xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order*. AT&T shall support CLEC's ability to engage in UNE Line Splitting activities as described herein.
- 1.2 This Appendix is also subject to Appendix UNE and the other provisions of this Agreement.

2.0 DEFINITIONS

- 2.1 Authorized Advanced Services Provider -- A CLEC, certified in Illinois, with whom CLEC has a relationship to provide xDSL-based services in a UNE Line Splitting arrangement (see Section 2.2 below) over a 2-wire xDSL UNE loop leased by CLEC from AT&T.
- 2.2 "Line Splitting" -- for purposes of this Appendix, is generally defined as the process in which one CLEC provides narrow band voice service over the low frequency portion of a 2-wire xDSL loop and a second CLEC provides xDSL-based service over the high frequency portion of the same 2-wire xDSL UNE loop, where the 2-wire xDSL loop is leased by CLEC from AT&T. CLEC may provide the voice switching using its own facilities over the low frequency. Nothing herein shall preclude CLEC from providing voice and data over a 2-wire xDSL loop purchased by CLEC from AT&T.
- 2.2.1 Intentionally Left Blank
- 2.3 For the purpose of this Appendix the term "xDSL" is as defined in Attachment 25: DSL.
- 2.4 The PSD masks are defined in Attachment 25: DSL.
- 2.5 For the purposes of this Appendix the term "a splitter" is defined as "a passive device within the AT&T central office used to separate the voice and data on a standard copper xDSL capable loop" for purposes of line splitting. Nothing in this Appendix and/or Agreement shall obligate AT&T to make available and/or provide a splitter.
- 2.6 For the purpose of this Appendix the term "2-Wire xDSL capable Loop" is as defined in Attachment 25: DSL.
- 2.7 For the purpose of this Appendix the term "ULS-ST Port" is as defined in Attachment 6: UNE.

3.0 GENERAL REQUIREMENTS

- 3.1 AT&T agrees to provide CLEC with access to UNEs (including the 2-wire xDSL loop offering, pursuant to Attachment 25: DSL, and Attachment 6: UNE and other applicable terms and conditions under this Agreement in accordance with the FCC's Triennial Review Order, in a manner that allows CLEC to engage in UNE Line Splitting as described in Section 2.2 above.
- 3.1.1 Intentionally left blank.
- 3.1.2 Intentionally Left Blank

- 3.1.3 At CLEC's option, in lieu of a conversion, CLEC shall have the ability to order a new xDSL loop for purposes of UNE Line Splitting.
- 3.2 Only 2-wire xDSL loops (as described in Attachment 25: DSL) are eligible for UNE Line Splitting.
- 3.3 Whenever CLEC purchases a 2-wire xDSL loop, CLEC shall control the entire loop spectrum.
- 3.4 AT&T will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for UNEs used in a Line Splitting arrangement. This support will be consistent with the support provided to AT&T and AT&T's affiliates in Illinois providing advanced services.
- 3.5 Intentionally left blank.
- 3.6 Intentionally left blank.
- 3.7 When CLEC engages in UNE Line Splitting, CLEC is combining AT&T provided UNEs with a CLEC- or AASP-provided splitter to create its own platform (as differentiated from the combination of UNEs-only provided by AT&T described as a UNE-P or UNE-Platform, if and as available, in this Agreement). The unbundled network elements in a UNE Line Splitting arrangement continue to be treated and inventoried by AT&T as stand-alone UNEs that are terminated to CLEC's (or an Authorized Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement (if and as available under this Agreement), AT&T will attempt to reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE-Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), AT&T will reuse the existing loop facility.
- 3.8 AT&T will provide OSS support as described in Attachment 27, for UNEs used in a Line Splitting arrangement.
- 3.9 To determine whether a loop facility is xDSL capable, CLEC may utilize the loop make-up information process described in Attachment 25.
- 3.10 AT&T offers procedures to allow CLEC (either solely or through an Authorized Advanced Services Provider) to order UNEs for a UNE Line Splitting arrangement. CLEC is responsible for developing any necessary interfaces between itself and any Authorized Advanced Service Providers.
- 3.11 Intentionally left blank.
- 3.12 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to CLEC, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to AT&T's retail operations, any affiliate of AT&T, or any AT&T affiliate providing advanced services or any non-affiliated CLEC carrier.
- 3.13 Intentionally left blank.
- 3.14 The provisioning procedure employed by AT&T shall reuse the facilities (unless CLEC requests a new facility), and shall not result in the loss of the customer's working telephone number, or require modifications

to the 911 information, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings, unless the service order indicates a change is necessary. The parties acknowledge that a brief service interruption for a POTS line may occur, but any such interruption shall not exceed that which occurs when AT&T reconfigures one of its own POTS lines to from a Line Sharing configuration to voice only service for itself or another carrier. The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

- 3.15 Upon CLEC's request, AT&T shall convert, a CLEC UNE Platform combination, if and as available in this Agreement, provided by AT&T to UNEs that may be used in a UNE Line Splitting arrangement or a line sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when CLEC or its Authorized Advanced Services Provider provides a splitter and DSLAM in its collocation space. CLEC or its Authorized Advanced Services Provider shall make all cross-connections within its collocation space. AT&T shall be responsible for connecting the 2-wire xDSL loop to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider).
- 3.16 Intentionally Left Blank
- 3.17 AT&T will make available, and CLEC will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.
- 3.18 AT&T will be responsible for maintaining and repairing all unbundled network elements provided to CLEC for purposes of line splitting. CLEC is responsible for assuring that any UNEs it chooses to utilize in a UNE Line Splitting arrangement are combined in a manner that allows the UNEs to operate in an integrated fashion, subject to the provisions in this Agreement. Before AT&T initiates any activity on a loop facility that may cause an extended disruption of CLEC's end user's voice and/or data service, AT&T shall first make a good faith effort to notify of the possibility of a service disruption. AT&T shall provide a two (2) hour period of time for CLEC to respond to prevent adverse impacts to the retail customer.
- 3.19 Wholesale billing procedures and usage records (if applicable) for UNEs used in a UNE Line Splitting arrangement will be provided based upon the standard practices which apply to the specific UNEs provided.
- 3.20 Performance Measures, if any, applicable to provisions of this appendix, are contained in Attachment 17: Performance Measures of this Agreement.

4.0 AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENT

- 4.1 Authorized Advanced Service Providers (AASPs) - CLEC may utilize one or more CLECs as an Authorized Advanced Service Provider, as defined in Section 2.1 above, to add, change or delete UNE Line Splitting capabilities on an xDSL-capable UNE Loop employed or ordered by CLEC. The orders issued by AASPs must comply with Attachment 27: OSS Section 7.9.6.
- 4.2 Liability and indemnification for unauthorized use of SBC's OSS is addressed in Attachment 27:OSS.

5.0 ADVANCED SERVICES EQUIPMENT DEPLOYMENT

- 5.1 Where CLEC has purchased a 2-wire xDSL UNE loop, CLEC may provide its own splitter either directly or by utilizing a CLEC Authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

- 5.2 Cross connect options for xDSL loops are available under the terms of Attachment 25: DSL.
- 5.3 If connections to a collocation arrangement must be established or modified, then CLEC (or CLEC through an Authorized Advanced Services Provider) will provide the connecting facility assignment (CFA) information appropriate to making such connections or modifications.

6.0 DISPUTES

All disputes arising under this Appendix shall be resolved according to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.0 PRE-ORDERING

- 7.1 AT&T shall provide loop qualification information under the terms of CLEC's Attachment 25, DSL.

8.0 ORDERING

- 8.1 The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting. Subject to the terms and conditions arising from the CLEC Line Splitting Collaborative meetings and the CMP pursuant to the foregoing, AT&T offers ordering procedures that support UNE Line Splitting. Such procedures shall be at parity with UNE Line Splitting procedures offered to AT&T's affiliates ordering UNEs to provide UNE Line Splitting. CLEC, at its option, may identify one or more of its Authorized Advanced Service Providers to submit orders on CLEC's behalf, for the purpose of adding, changing or removing capabilities to deliver service for 2-wire xDSL-capable loop purchased by CLEC. AT&T will provide appropriate documentation including the order format and business rules required to order the following scenarios outlined in Section 8 of this appendix, if and as available under this Agreement:

8.1.1 Intentionally Left Blank

8.1.2 Intentionally Left Blank

8.1.3 Intentionally left blank.

- 8.1.4 CLEC may issue a single LSR to migrate an existing UNE-P, if and as available under this Agreement, to a line-splitting arrangement. For purposes of this Appendix, single LSR means that CLEC will have the ability and AT&T shall provide the requisite OSS capability and support to convert an existing UNE-P customer to the UNEs (xDSL capable loop and UNE switch port if and as available in this Agreement) utilized in a line splitting arrangement using a single LSR. Via this process, CLEC will not be required to submit more than one LSR (other than supplemental LSRs to clear errors or make changes to the initial LSR or to condition the facility as provided in AT&T's documented procedures) and will not be required to submit any number of "related" or sequentially staged LSRs to effect the conversion.

- 8.1.5 Change the CLEC designated CFA for any UNE used in a Line Splitting arrangement.

9.0 PROVISIONING

- 9.1 AT&T provisioning activities associated with offering UNEs to CLEC to be used in a UNE Line Splitting arrangement shall not cause a greater degree of service degradation than AT&T's advanced services

affiliate experiences when it engages in UNE Line Splitting. AT&T provisioning activities associated with converting an existing UNE-P (if and as available under this Agreement) to UNEs that may be used in a UNE Line Splitting arrangement shall not introduce a greater degree of service interruption or degradation than experienced when AT&T initially provisions the HFPL (as described in the Line Sharing appendix) on an AT&T retail POTS service.

9.2 For any procedure in Section 8 above not currently available, CLEC and AT&T shall negotiate and implement mutually agreeable provisioning procedures in accordance with the CMP.

10.0 MAINTENANCE

10.1 AT&T will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a line splitting arrangement in accordance with the provisions contained elsewhere in this agreement for that UNE.

11.0 BILLING

11.1 Any chargeable activities initiated by CLEC (or by CLEC through a CLEC Authorized Advanced Services Provider), shall be billed by AT&T to CLEC per the terms of this Agreement.

12.0 RESERVATION OF RIGHTS

12.1 The parties acknowledge and agree that the intervening law language set forth in Section 3.0 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

ATTACHMENT 27: OPERATIONS SUPPORT SYSTEMS (OSS)

1. INTRODUCTION

1.1 This Attachment sets forth terms and conditions under which the applicable AT&T, Inc. owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

1.2 **AT&T Inc.** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone 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.

AT&T-13STATE - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T, Inc.-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-12STATE - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T, Inc.-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, AT&T Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

AT&T-7STATE - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T, Inc.-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

AT&T-2STATE - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T, Inc.-owned ILEC(s) doing business in California and Nevada.

AT&T AT&T SOUTHWEST REGION 5-STATE - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

AT&T MIDWEST REGION 5-STATE - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T, Inc.-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

AT&T CALIFORNIA - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T, Inc.-owned ILEC doing business in California.

AT&T NEVADA - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T, Inc.-owned ILEC doing business in Nevada.

AT&T CONNECTICUT - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.

2. DEFINITIONS

- 2.1 "LSC" means the Local Service Center (LSC) for **AT&T-12STATE** and the Local Exchange Carrier Center (LECC) for AT&T CONNECTICUT.
- 2.2 "WCMC" means the Wholesale Customer Maintenance Center (WCMC) for AT&T
- 2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for AT&T.
- 2.4 "ISCC" means the Information Services Call Center that is the single point of contact for all OSS access problems for AT&T.

3. GENERAL CONDITIONS

- 3.1 For Resale services, UNEs (including local loops used to provide Telecommunications Service to more than one CLEC Customer via a CLEC **supplied radio port**), LNP and interconnection trunk orders not supported via an electronic interface for the preorder, 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 offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, AT&T shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via AT&T's LSC or LECC, and for repair and maintenance functions through AT&T's WCMC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.
- 3.2 When AT&T introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.10 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless AT&T believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, AT&T shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
 - 3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the

Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to AT&T's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

- 3.2.2 AT&T shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.
- 3.3 When AT&T retires Interfaces in accordance with the Change Management Process referenced in Section 3.10 below, those Interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS interfaces:
 - 3.4.1 For AT&T, CLEC agrees to utilize AT&T electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from AT&T pursuant to this Agreement and applicable tariffs. Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Agreement, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with AT&T's security guidelines.
 - 3.4.2 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 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 AT&T's Notice of Misuse, which shall be provided to AT&T within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with AT&T's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
 - 3.4.3 Section 9 of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with AT&T's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to AT&T's OSS shall be governed by Section 7.6.3 of the General Terms and Conditions of the Agreement.
 - 3.4.4 In the event CLEC does not agree that CLEC's use of AT&T's OSS is inconsistent with this Agreement or Applicable Law as alleged by AT&T, then the Parties agree to the following steps:
 - 3.4.4.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, 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. AT&T may invoke the dispute resolution process in Section 9 (General Terms and Conditions) to devise such remedy.

3.4.4.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

3.5 Upon notice and good cause shown, AT&T shall have the right to conduct an audit of CLEC's use of the AT&T OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the AT&T OSS is justified under the circumstances that exist at the time AT&T elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T OSS that relate to AT&T's allegation of misuse as set forth in the Notice of Misuse. AT&T shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede AT&T's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), 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, or any AT&T affiliate.

3.6 OSS Access to CPNI

3.6.1 Within AT&T regions, CLEC's access to pre-order functions described in Sections 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law.

3.6.2 This Section applies to AT&T CALIFORNIA ONLY. For residence 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 local service provider of the end user. 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 residence 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.

3.6.3 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.

- 3.7 AT&T will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.
- 3.8 AT&T shall provide support for the Interfaces described in this Attachment. In accordance with the AT&T Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. AT&T shall list the business days and hours for each call center in AT&T's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be: Located at the following web site:
https://clec.att.com/clec_documents/unrestr/clec/Customer_Service_Contact_List.doc#Toc201983036
- 3.8.1 The Parties shall ensure adequate coverage in its service centers during these minimum hours.
- 3.9 AT&T and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.10 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.
- 3.10.1 When any changes to OSS interfaces or ordering processes are requested by CLEC in any venue that has the potential to impact the AT&T OSS interfaces and/or ordering processes, AT&T will entertain any such request of CLEC and will process such request through the CMP process in order to notify the CLEC community. AT&T's processing of CLEC requests through the CMP process in no way limits CLEC's right to seek remedies before regulatory bodies or in the legal arena.
- 3.11 CLEC is responsible for obtaining operating system software and hardware to access AT&T OSS functions as specified in Sections 10 and 11 of this Attachment.
- 3.12 For all AT&T states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.
- 3.13 AT&T will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's

services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

- 3.14 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.
- 3.15 For ease of administration, this multi-state Attachment contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Attachment contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Attachment is submitted for approval under Section 252(e) of the Act. State-specific terms have been negotiated by the Parties only as to the states where this Attachment has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Attachment from negotiating state-specific terms for the state in which they are to apply.

4. PRE-ORDERING

- 4.1 AT&T will provide real time electronic access to pre-order functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. AT&T will make the following pre-order functions available to CLEC:
- 4.2 Pre-ordering functions for Resale Services and UNEs include:
- 4.2.1 Feature/Service Availability:
- 4.2.1.1 Feature Inquiry provides AT&T with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides AT&T 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, long distance carrier identity, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after CLEC or its representatives have obtained an authorization for release of CPNI from the end user in accordance with applicable law. Such End User authorization for release of CPNI shall comply with conditions as described in Section 3.6 of this Attachment.

- 4.2.3 Telephone Number Inquiry:
AT&T provides a Telephone Number Reservation Inquiry and a Cancel Reservation 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 and Loop Qualification Inquiry:
AT&T provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
 - 4.3.2 Common Language Location Indicator (CLLI) Inquiry:
Provided in AT&T provides CLLI code inquiry function.
 - 4.3.3 Connecting Facility Assignment (CFA) Inquiry:
Provided in AT&T provides CFA inquiry function.
 - 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:
Provided in AT&T provides a NC/NCI inquiry function.
- 4.4 Electronic Access to Pre-Order Functions:
 - 4.4.1 Resale and UNE, and LNP Pre-order Interface Availability
 - 4.4.1.1 The industry standard EDI/CORBA Pre-ordering Gateway is also provided by AT&T-13STATE. 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 systems.
 - 4.4.1.2 Enhanced VeriGate is a 13-state uniform pre-order GUI interface developed by AT&T-12STATE that provides access to the pre-ordering functions. Enhanced VeriGate is accessible via the Web-Toolbar.
 - 4.4.1.3 Intentionally Left Blank
 - 4.4.1.4 Intentionally Left Blank
 - 4.4.1.5 Intentionally Left Blank
 - 4.4.1.6 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

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, and in accordance with AT&T's Uniform and Enhanced OSS Plan of Record (POR), 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) and CLEC Online. Data Validation files will be updated no less than monthly.

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)/FID (feature identification detail)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)
- Alternate Community Names (AT&T CALIFORNIA and AT&T NEVADA only)

5. **ORDERING/PROVISIONING**

- 5.1 AT&T provides access to ordering functions via one or more electronic interfaces pursuant to Section 3.1. 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, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to Section 3.10 (Change Management) of this Article.
- 5.2 AT&T will provide CLEC access to one or more of the following systems or interfaces:
- 5.3 Service Order Request And Provisioning System Availability:
- 5.3.1 In AT&T-SOUTHWEST REGION 5-STATE, C-EASE is available for the ordering of consumer Resale services.
- 5.3.2 In AT&T-SOUTHWEST REGION 5-STATE, B-EASE is available for the ordering of business Resale services.
- 5.3.3 In AT&T-SOUTHWEST REGION 5-STATE, a file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

- 5.3.4 In AT&T-SOUTHWEST REGION 5-STATE, SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (WebLEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders in AT&T-SOUTHWEST REGION 5-STATE, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.3.5 As detailed in Sections 5.3.4, 5.4, 6.6.1, 5.6.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
- 5.3.5.1 Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;
 - 5.3.5.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.5.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Attachment 17 (Performance Measures) as applicable if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.5.
 - 5.3.5.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an AT&T-SOUTHWEST REGION 5-STATE issued FOC.
- 5.4 In AT&T CALIFORNIA, SORD system supports the ordering of all Resale Services in AT&T-7STATES. If CLEC chooses to use SORD to issue orders in AT&T CALIFORNIA, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.
- 5.5 AT&T makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of AT&T ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by Telecommunications Industry Forum (TCIF). In ordering and provisioning of Resale and UNE, CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon AT&T's Local Service Ordering Requirements (LSOR). In ordering and provisioning UNE, CLEC and AT&T will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon

AT&T's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process. When a Local Loop is used to provide Telecommunications Service to more than one CLEC Customer via a CLEC supplied radio port, the LSR process will still be used.

5.6 For AT&T SOUTHWEST REGION 5-STATE and AT&T CALIFORNIA regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or WebLEX.

5.6.1 For AT&T-SOUTHWEST REGION 5-STATE, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.6.2 In AT&T CALIFORNIA region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see Section 5.3.5.

5.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and AT&T will utilize AT&T's ordering requirements which are based on industry ASR guidelines developed by OBF. AT&T support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs may be transmitted to AT&T via NDM Direct Connect, AT&T Access Ordering website or AT&T approved method of transmission. Extended Enhanced Loops/Links (EELs) (also known as Multi-Serving Wire Centers) shall be ordered via the procedures set forth on the CLEC Online website, consistent with the Uniform Plan of Record.

5.8 For AT&T, WebLEX is the uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

5.9 Complete Regional OSS ordering functions may be found on AT&T's CLEC Online website.

6. ADDITIONAL TERMS FOR PROVISIONING

6.1 Provisioning for Resale Services and UNEs in AT&T:

6.1.1 When CLEC places an electronic order via AT&T EDI ordering system as prescribed by the LSOR, AT&T will provide CLEC with a functional acknowledgement in the form of a

"997" notice. The functional acknowledgement will follow the TCIF industry standard format.

6.1.2 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.7 above, AT&T will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the AT&T confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, AT&T will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed (also known as a service order completion ("SOC")). In addition, AT&T will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the AT&T LSOR.

6.1.2.1 Loss Notification - This response will be provided to the CLEC when an end user changes from one CLEC to another CLEC. It alerts the losing CLEC that a change requested by another CLEC has been completed and the end user is no longer theirs. This notification utilizes the 836 transaction. Loss Notifications are provided consistent with the AT&T LSOR.

6.1.2.2 Post to Bill Notification - The Post to Bill Notification is sent for each complete LSR/PON once all service orders associated with the request have posted to billing. This notification utilizes the 865 transaction. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the AT&T LSOR.

6.1.3 When CLEC places an electronic order using AT&T's LSOR based ordering system (e.g. EDI and WebLEX), AT&T shall provide electronic jeopardy notification of any instances when AT&T's due dates are in jeopardy of not being met by AT&T. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes and reject error codes/messages are identified in the LSOR and are sent at service order level. When CLEC places an electronic order using either AT&T's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system as described in Section 5.7 above, AT&T shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields using error codes/messages as contained in the LSOR. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. AT&T shall give such notice as soon as it identifies the jeopardy or reject.

6.2 Provisioning for Resale Services and UNEs in AT&T: AT&T will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

6.2.1 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. In addition, for SOUTHWEST REGION 5-STATE pending orders can be viewed in SORD.

6.2.2 For AT&T, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

- 6.2.3 For AT&T, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

7. MAINTENANCE/REPAIR

- 7.1 AT&T will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:
- 7.1.1 In AT&T-7STATE, Trouble Administration (TA) system access provides CLEC with AT&T-7STATE software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via AT&T-7STATE Classic Toolbar.
- 7.1.2 In AT&T, Electronic Bonding/Trouble Administration - Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
- 7.1.3 In AT&T, Electronic Bonding/Trouble Administration (EB/TA) is an 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-12STATE will exchange requests over a mutually agreeable X.25-based network.
- 7.1.4 Use of High Bandwidth Services Supplier. CLEC may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by CLEC to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by CLEC. If CLEC chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by CLEC. For orders submitted by the HBSS, AT&T will treat the order in exactly the same manner as if CLEC, and not a third party, submitted the order.

8. BILLING AND CUSTOMER USAGE

- 8.1 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 18 track magnetic tape, as agreed to between CLEC and AT&T. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 8.1.1 For Resale Services in AT&T CALIFORNIA, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

- 8.1.2 For Resale Services in AT&T-MIDWEST REGION 5-STATE, CLEC may elect to receive its bill on CD.
- 8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 8.2.1 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.
- 8.2.2 In AT&T-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SOUTHWEST REGION 5-STATE Classic Toolbar.
- 8.2.3 In AT&T, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 8.2.4 In AT&T-12STATE, CLEC may receive electronically a Usage Extract Feed, or in AT&T 13STATE, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
- 8.2.5 In AT&T-13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.
- 8.2.6 In AT&T-MIDWEST REGION 5-STATE, CLEC may receive a mechanized bill via the AT&T-MIDWEST REGION 5-STATE Electronic Billing System (AEBS) transaction set.
- 8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:
- 8.3.1 For UNEs, LNP, and interconnection trunks, AT&T makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
- 8.3.2 In AT&T-SOUTHWEST REGION 5-STATE, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via AT&T-SOUTHWEST REGION 5-STATE Classic Toolbar.
- 8.3.3 In AT&T-12STATE, CLEC will receive a Usage Extract Feed, or in AT&T-13STATE, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

9. LOCAL ACCOUNT MAINTENANCE

9.1 Loss Notification

- 9.1.1 AT&T will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) 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 836 transaction, and will also be available via the uniform ordering GUI interface.

9.2 Change of Preferred InterLATA or IntraLATA Carrier

- 9.2.1 AT&T shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll and (2) interLATA toll.
- 9.2.2 When a CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify AT&T of this change using a Local Service Request ("LSR") which it will send to AT&T over the ordering gateway for provisioning local service. AT&T will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. AT&T will follow industry guidelines in rejecting requests received via the CARE process.
- 9.2.3 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

10. REMOTE ACCESS FACILITY

- 10.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the purposes of OSS interconnection, a CLEC is defined by the National Exchange Carrier Association (NECA) Access Customer Name Abbreviation (ACNA) and any access limitations applied by AT&T shall be applied regionally. For the AT&T-SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the AT&T-2STATE region. The ARAF, located in Chicago, IL, serves AT&T-MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the AT&T CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 10.2. CLEC may utilize a port to access AT&T-13STATE OSS interfaces to perform the supported functions in any AT&T-13STATE where CLEC has executed an Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility. CLEC shall be allowed to use a single physical termination for multiple trading partner ids to access AT&T's network.
- 10.2 For AT&T-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the AT&T RAF. 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-13STATE OSS via the public internet.
- 10.3 For AT&T-13STATE, CLEC shall use TCP/IP to access AT&T-13STATE OSS via an AT&T RAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing an AT&T-13STATE 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.

- 10.4 For AT&T-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC RAF access plans in detail and schedule testing of such connections.
- 10.5 For AT&T 13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.
- 10.6 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then AT&T-13STATE will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other nonxRAF facility within the AT&T-13STATE service areas are grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

11. DATA CONNECTION SECURITY REQUIREMENTS

- 11.1 CLEC agrees that interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with the applicable interconnection procedures: "AT&T Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection in each region for access to AT&T's OSS. The following additional terms in this Section govern direct and dial up connections between CLEC and AT&T for access to OSS Interfaces
- 11.2 Joint Security Requirements.
 - 11.2.1 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.)
 - 11.2.2 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, and 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.
 - 11.2.3 For user IDs established prior to common block ID assignment, each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
 - 11.2.4 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.
 - 11.2.5 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 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.

- 11.2.6 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.

11.3 Additional Responsibilities of Both Parties.

- 11.3.1 Modem/DSU Maintenance And Use Policy: 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.
- 11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 11.3.3 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.
- 11.3.4 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.
- 11.3.5 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.
- 11.3.6 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.

11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

- 11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 11.5 – 11.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T, respectively, as the providers of the computer, network or information in question.
- 11.4.2 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.

11.5 General Policies

- 11.5.1 Each Party's resources are for approved business purposes only.
- 11.5.2 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.
- 11.5.3 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.
- 11.5.4 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.
- 11.5.5 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.

11.6 User Identification

- 11.6.1 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.
- 11.6.2 User identification shall be accomplished by the assignment of a unique, permanent Userid, and each Userid shall have an associated identification number for security purposes.
- 11.6.3 Userids will be revalidated on a monthly basis.

11.7 User Authentication

- 11.7.1 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.

- 11.7.2 Passwords must not be stored in script files.
- 11.7.3 Passwords must be entered by the user in real time.
- 11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; 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.
- 11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

11.8 Access and Session Control

- 11.8.1 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.
- 11.8.2 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.

11.9 User Authorization

- 11.9.1 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.

11.10 Software And Data Integrity

- 11.10.1 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.
- 11.10.2 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.
- 11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

11.10.4 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.

11.11 Monitoring And Audit

11.11.1 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."

11.11.2 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.

12. COOPERATIVE TESTING AND TRAINING

12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

12.2 Prior to live system usage, CLEC must complete user education classes for AT&T-provided interfaces that affect the AT&T network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. CLEC can obtain a copy of the proposed contract and price list for these OSS classes from their CLEC account manager.

12.3 A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and AT&T agree that charges will be billed by AT&T and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to AT&T completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should AT&T cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, AT&T will waive the charges for the rescheduled class of the registered students.

12.3.1 Schedules for OSS Classes and CLEC Education Workshops are available on CLEC OnLine.

12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

- 12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and AT&T availability, and will be coordinated among CLEC, CLEC's AT&T Account Manager, and AT&T Industry Markets CLEC Training Product Management.
- 12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other AT&T system are strictly prohibited.
- 12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of AT&T's OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions.

13. MISCELLANEOUS CHARGES

- 13.1 For AT&T-SOUTHWEST REGION 5-STATE only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For AT&T-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to Appendix Pricing UNE.
- 13.3 For AT&T-7STATE, when CLEC requests the Local Disconnect Report pursuant to Sections 9.4 and 9.5 of this Attachment, it agrees to pay \$0.003 per entry.
- 13.4 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.
- 13.5 AT&T CONNECTICUT will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.

ATTACHMENT 28: COMPREHENSIVE BILLING

1. INTRODUCTION

- 1.1 This Attachment sets forth the terms and conditions on which the Parties shall bill all charges the Parties incur under the Interconnection Agreement. Attachment 28: Comprehensive Billing shall be added to the Agreement and, where the terms and conditions of this Attachment differ from provisions in the Agreement, the terms and conditions of this Attachment shall govern; provided, however that any differing provisions in other Attachment(s) of this Agreement pertaining to collocation and to access to and use of space on or in poles, conduits or rights-of-way shall govern over this Attachment for the charges, functions and/or services subject thereto.
- 1.2 Each Party will provide the other Party at no additional charge a single point of contact for the handling of any billing questions or problems, including those arising from the Official Bill, and from DUF content, that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 1.3 AT&T will bill in accordance with this Attachment those charges CLEC incurs under this Agreement; including charges for Resale services, Network Elements, Interconnection and other services, except as noted in Section 1.1 of this Attachment. CLEC will bill in accordance with this Attachment those charges AT&T incurs under this Agreement; including charges for Interconnection and other services. Those billing items that are billed today in CABS will remain billed in CABS unless the FCC or State Commission rules that the billing item is no longer a UNE and the resultant service is altered in a manner that renders it incompatible with continued CABS billing. At that point, AT&T would make a determination on whether the item would remain in CABS billing system. Any new elements billed in CABS will be in accordance to OBF guidelines where they have been developed. The requirements for CABS billing under this Attachment are set forth in Section 3.0 of this Attachment. The requirements for resale billing and other charges billed by agreement of the Parties from AT&T's resale billing system are set forth at Section 4.0 of this Attachment.
- 1.4 The Billing Party shall bill the Billed Party for each Unbundled Network element, resold Service or Interconnection facilities, products or services supplied by the Billing Party to the Billed Party pursuant to this Agreement at the rates prescribed in the Pricing Schedule or AT&T Tariff, as applicable. The Billing Party will bill the Billed Party based on the actual charges incurred; provided, however, for those usage-based charges where actual charge information is not determinable by the Billing Party, the parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be as set forth in Sections 3 or 4 of this Attachment.
- 1.5 Except as otherwise specified in this Agreement, each Party shall be responsible for all costs and expenses it incurs in complying with its obligations under this Agreement.). The Parties acknowledge that billing format changes will be determined by industry forums (e.g. OBF, TRG) or, for those issues outside the industry forum's purview, agreement by the CLEC community in the CLEC forum, and not solely by the Parties.
- 1.6 Bills issued in accordance with this Article shall be payable according to the provisions of Section 8 of the General Terms and Conditions of this Agreement. Any bill received on a Saturday, Sunday or a day designated as a holiday will be deemed received the next business day.

2. BILLING INFORMATION AND CHARGES-GENERAL

- 2.1 Bills are either the mechanized bill sent through the medium agreed to by the Parties or paper bills when the established billing for a service is not available through the agreed medium. If there are no industry-standard billing format (e.g. no CABS format) for the billing of another service provided under this Agreement, the billing medium for such service will be paper, until such time as a mechanized medium is developed, which is mutually agreed to by the Parties.
- 2.1.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to evaluate whether to establish Connect:Direct transmission capabilities with the other Party. If such party elects to establish Connect:Direct, it will do so at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic 18-track or other technically feasible means as agreed to by the Parties. Billing information and data contained on magnetic tapes for payment will be sent to the Parties at the locations set forth in Section 5 of this Attachment, unless other locations are designated by the respective Party. The Parties acknowledge that all tapes will be transmitted to the other Party via US Mail or Overnight.
- 2.1.2 Unless otherwise agreed between the Parties, the Billing Party shall provide information on the paper invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. There may be situations involving usage based charges where summarization of multiple accounts is adequate, but such determination must be made in advance by agreement of the Parties before issuance of any bills that combine accounts.
- 2.1.3 Intentionally Left Blank.
- 2.1.4 If either Party requests one or more additional copies of a bill, the first copy will be provided to the requesting Party free of charge. Provided initial bill was received, additional copies, beyond one, may be subject to a reasonable fee to be paid by the requesting Party to the Billing Party. The fee for additional bill copies will be as defined in the applicable state and interstate Access tariff.
- 2.2 The Billing Party will provide the Billed Party a monthly bill that includes any charges incurred by and credits and/or adjustments due to the Billed Party pursuant to this Agreement. Each bill provided by the Billing Party to the Billed Party will include some, or all, of the following types of charges: (1) all non-usage sensitive charges incurred for the period beginning with the day of the current bill date and extending to, but not including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, (3) unbilled usage sensitive charges for the period beginning with the day of the last bill date and extending up to the day before the current bill date, (4) any previously unknown usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 2.3 below, and (5) any known unbilled adjustments, providing they shall not exceed the periods set forth in Section 2.3 below.
- 2.3 AT&T may send bills to CLEC, or CLEC may send bills to AT&T, containing amounts found to be unbilled, or underbilled ("Backbill(s)"), as follows:
- 2.3.1 Except as provided in Section 2.3.5 below, for erroneous failure to bill or under billing of any charges incurred by the billed Party under this Agreement, the billing Party may submit a bill to the billed Party for charges incurred by the billed Party up to twelve (12)

months prior to the Backbill date. For the purposes of this Section 2.3, charges shall be deemed incurred (i) for services charged on a usage-sensitive basis, upon the recording of such usage and (ii) for all other services, upon the first day of the billing cycle in which the Billed Party used such service; or,

- 2.3.2 For failure to bill or underbilling where data exchange with third party carriers is required, the billing Party may submit a bill to the billed Party for charges incurred by the billed Party up to twelve (12) months prior to the Backbill date; or
- 2.3.3 Where AT&T or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, AT&T may submit to CLEC, or CLEC may submit to AT&T, up to twelve (12) months after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by AT&T, as a result of, and since the applicable Governmental Requirement Date; or
- 2.3.4 AT&T and CLEC will exert best efforts not to send Backbills from any Non-CABs billing system, and each Party will use best efforts not to send Backbills for CABS/BOS-billed charges, outside the time periods defined in Section 2.3.1 through 2.3.3, above. In any event, except as provided in Section 2.3.5 below, neither CLEC nor AT&T will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 2.3.1 through Section 2.3.3.
- 2.3.5 The billing Party may send Backbills outside of the time periods defined in Section 2.3.1 through Section 2.3.3, but otherwise subject to the limitations in this Agreement applicable to billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the billing Party, the Parties may agree upon other time periods for Backbilling.

3. ADDITIONAL CABS SPECIFIC BILLING REQUIREMENTS

- 3.1 The Parties will issue all bills in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates (Bill Date) for each BAN, which Bill Date will be the same day month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. A Billing Party which changes, adds or deletes a BAN, which change was not initiated by the billed party, will provide written notification to the Billed Party's billing notice contact within 7 business days of making such change, add, or delete of a BAN, except where such changes are applicable to all CLECs, in which case notice will be provided via Accessible Letter on AT&T's CLEC Online web site. Each Party will provide one invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in Section 8.1 of the General Terms and Conditions), whichever is earlier. If either Party fails to provide billing data and information within the time period specified above, the Parties may arrange for an extension of payment, provided the billed party must notify the billing party.
 - 3.1.1 For CABS-billed services, AT&T will assign to CLEC a Billing Account Number (BAN) per each type of account (TOA) as defined by OBF (e.g., TOA J, N and P) per LATA.

- 3.1.2 For all of CLEC's end users, AT&T shall recognize CLEC as the customer of record and, subject to 3.1.2.1-3.1.2.2 below, will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise and is mutually agreed to by the Parties.
 - 3.1.2.1 For toll traffic where SBC is the PIC'd provider to CLEC local service end users, and
 - 3.1.2.2 In instances where services are not unbundled---as specified (hearing impaired equipment, calling plans)
- 3.2 The Billing Party shall provide information on the invoices for each Billing Account Number (BAN) sufficient to enable the Billed Party to identify Network Elements being billed, the type of service ordered and the usage to which the billed charges apply. Each CABS bill for Network Elements will set forth the quantity and description of each Network Element provided and will include a CSR. Each bill for Interconnection will set forth the usage and applicable rates billed for Reciprocal Compensation.
- 3.3 Minute of use sensitive charges associated with Unbundled Network Elements and facilities based interconnection services will be measured in actual conversation seconds. For purposes of billing charges, total conversation seconds, per each chargeable traffic type will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute.
- 3.4 All bills in CABS format shall contain billing data and information in accordance with CABS BOS standards as published by Telcordia Technologies, Inc., or its successor.
- 3.5 Electronic Transmission for CABS bills
 - 3.5.1 If AT&T transmits data in a mechanized format, AT&T will comply with the following specifications which are not contained in CABS guidelines but which are necessary for CLEC to process billing information and data:
 - (a) The BAN will not contain embedded spaces or low values.
 - (b) The Bill Date will not contain spaces or non-numeric values.
 - (c) Each bill must contain at least one detail record.
 - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
 - (e) The invoice number must not have embedded spaces or low values.
 - 3.5.2 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements, within CABS BOS standards. The Parties will provide one another reasonable (within 3 business days) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to the billed Party, at the billing Party's sole expense, in a form that meets the specifications. The payment date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.
 - 3.5.3 At CLEC's request, AT&T will transmit billing information and data via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC.

3.5.4 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC TEXAS Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

4. ADDITIONAL NON -CABS BILLING REQUIREMENTS

- 4.1 The Parties will bill each other in accordance with this Attachment those Resale Services and other billed services charges incurred under this Agreement.
- 4.2 AT&T shall recognize CLEC as the customer of record for all Resold Service and will send all notices, bills and other pertinent information directly to CLEC, unless CLEC specifically requests otherwise.
- 4.3 The Billing Party shall provide information on the resale billing system invoices for each CLEC account number sufficient to enable the Billed Party to identify the services being billed, the type of service ordered and the usage to which the billed charges apply. Until guidelines are established by the OBF or established OBF guidelines are operationalized in the AT&T connectivity billing process, charges will be rendered to CLEC on paper invoices containing summary level information consistent with the requirements detailed in subsections 4.3.1 and 4.3.2, below. Detail supporting the summary level information contained on the paper invoice will be made available by use of the electronic bill as provided by the Billing Party to the Billed party upon request.
 - 4.3.1 For paper bills the Billing Party will identify billing dates (Bill Date) for each CLEC account number, which Bill Date will be the same day month to month. For paper bills, the Billing Party will provide one invoice associated with each CLEC account number. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by the Billed Party no later than ten (10) calendar days from Bill Date and at

least twenty (20) calendar days prior to the payment due date (as described in Section 8.1 of the General Terms and Conditions), whichever is earlier. 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 the bill is late.

4.3.2 When using paper bills, AT&T will assign to CLEC a separate CLEC account number for each bill. Resale bills will be segmented by State and OCN.

4.3.3 The provisions of Section 4.3 through 4.3.2 do not relieve the Billing Party of the obligation to utilize CABS billing as required by Section 1.3 of this Attachment.

4.4 For bills sent by AT&T from its resale billing system pursuant to Section 4 above, the Parties will establish monthly billing dates and separate invoices for each account number, which Bill Date will be the same date month to month. Each account number will be provided by AT&T in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each invoice must contain an invoice number (which will vary from month to month). All bills must be received by billed Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier.

4.4.1 RESALE and Other RBS Services- AT&T will assign a separate account number to CLEC for each state and billing type.

4.4.2 Resold service shall be measured at the message level in conversation seconds. The conversation seconds will be rounded on a per message basis to whole minutes, then totaled for all messages in a monthly bill cycle.

4.5 Electronic bills will be available to CLECs based upon CLECs profile designation.

5. TAPE OR PAPER TRANSMISSIONS

For additional information for tape or paper transmission see AT&T's CLEC Online website.

5.1 The requirements of Sections 5.1.1 through 5.5 apply to all tape or paper transmissions. Further requirements specific to CABS tape transmissions are set forth in Sections 5.6

	TO CLEC	TO AT&T
Tape Transmissions via U.S. Mail:		Tape Library 211 S. Akard, Room 550 Dallas, TX 75202 Phone – 214-464-7754
Tape Transmissions via Overnight Delivery:		
Paper Transmissions via U.S. Mail:		CLEC Reciprocal Compensation – AT&T 722 N. Broadway, 10 th Floor Milwaukee, WI 53202 ATTN: Recip Comp

Paper Transmissions via Overnight Delivery:		CLEC Reciprocal Compensation AT&T 722 N. Broadway, 10 th Floor Milwaukee, WI 53202 ATTN: Recip Comp
---	--	--

- 5.2 Each Party will adhere to tape packaging practices that will prevent data damage.
- 5.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 18-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each Party must return all tapes created by the other Party for investigation if a tape has been determined to have unrecoverable errors.
- 5.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. The external and internal serial number shall be the same.
- 5.5 Billing tape labels will conform to the following OBF standards, as the same may change from time to time. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

- 5.6 For CABS, billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

6. TESTING REQUIREMENTS

- 6.1 Where required by the applicable Commission, at least 90 days prior to either Party sending a mechanized CABS bill for the first time via electronic transmission, or tape; or at least 20 days prior to either party changing to a new CABS version; or at least 20 days prior to either party changing bill mediums (e.g., from paper to electronic), the billing Party will send bill data in the mechanized format according to this Attachment, for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. AT&T shall also provide to CLEC's company manager, the LEC's originating or state level company code so that it may be added to

CLEC's internal tables at least thirty (20) calendar days prior to testing or a change in the LEC's originating or state level company code. CLEC will notify AT&T within the time period agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications. AT&T shall make the necessary corrections within the time period agreed to with CLEC to ensure that the billing test file meets CABS/BOS specifications. AT&T shall not send CLEC a mechanized CABS bill for Network Elements (except for testing) until such bills meet CABS/BOS specifications.

- 6.2 After receipt of the test data the Party receiving the data will notify the Party sending the data if the billing test file meets testing specifications. If the billing test file fails to meet the agreed testing specifications, the Party sending the data will make the necessary corrections. Up to three (3) sets of testing data must meet the mutually agreed testing specifications prior to either Party sending a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the billing Party may begin sending the billed Party mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

7. INTENTIONAL LEFT BLANK.

8. INTENTIONALLY LEFT BLANK.

9. MEETPOINT BILLING – FACILITIES BASED

- 9.1 CLEC and AT&T will establish Meet Point Billing (MPB) arrangements in order to provide Switched Access via AT&T's Access Tandem in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.

- 9.2 CLEC and AT&T will implement the Multiple Bill/Single Tariff option. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides.

9.2.1 The details of record exchange options available to CLEC from AT&T are set forth in Attachment 24: Recording.

- 9.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, IXC billing contact telephone number, IXC type of service, IXC ACTL and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.

- 9.4 As detailed in the MECAB document, the parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handle by the Parties via the Meet Point Billing arrangement, when the Parties do not have all detailed recordings for billing.

- 9.5 Neither Party will compensate the other for any record exchange under Section 9 of this Attachment or under Appendix Recording.

- 9.6 The Official Recording Company will provide to the other Party the Switched Access Detail Usage Data (category 1101XX records) via such media as the Parties may agree to, on a daily basis within ten (10) business days after the usage occurs. The Official Recording Party will send such data to the location specified by the other Party.
- 9.6.1 Each Party will act as the Official Recording Company for Switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is:
- (1) the end office company for originating traffic,
 - (2) the tandem company for terminating tandem routed traffic and
 - (3) the SSP company for originating 800 traffic.
- 9.7 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 9.8 Each Party agrees to provide the other Party with notification of any discovered errors in data within ten (10) business days of the discovery. The appropriate Party will correct the error within sixty (60) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If either Party fails to provide meet point billing data required under Section 9 of this Attachment due to loss, uncorrectable errors or otherwise, the provisions of 5.3 and 5.4 of Attachment 24: Recording applicable to AT&T shall apply for the purposes of this Section, to the Party failing to provide the Meet Point Billing data, and shall govern that Party's liability for the lost, unrecorded, damaged or destroyed billing data. The foregoing shall not limit AT&T' obligations, if any, under the Attachment pertaining to performance measures/remedies.
- 9.8.1 Intentionally Left Blank.
- 9.8.2 Intentionally Left Blank.
- 9.9 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.

10. MUTUAL COMPENSATION

- 10.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement at Attachment 12: Inter-carrier Compensation (including Reciprocal Compensation) and in accordance with this Section 10.
- 10.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS data content via current industry processes for mutual compensation. This is described in Section 3.2, preceding.
- 10.3 Intentionally Left Blank.

11. PAYMENT OF CHARGES

- 11.1 Each Party will pay bills applicable to this Agreement as set forth in Section 8 of the General Terms and Conditions. Sections 8 and 9 of the General Terms and Conditions shall apply to payment of

charges, deposits, and billing, disputes. Billing disputes and any rights of termination or disconnection relevant to non-payment of charges shall be governed by Sections 8, 9 and 10 of the General Terms and Conditions.

12. INTENTIONALLY LEFT BLANK

13. CUSTOMER USAGE DATA – GENERAL REQUIREMENTS

- 13.1 Daily usage data will be provided by AT&T to CLEC via a daily usage file (DUF). The DUF will be provided when CLEC purchases Resale services and/or other services billed out of the resale billing system. AT&T will not provide usage data where customers have flat rate local service s billed out of the resale billing system, but will provide usage data where customers have measured local services.
- 13.2 AT&T will provide all usage data for CLEC's customers using the AT&T-provided Resale services and/or other services billed out of the resale billing system
- 13.3 AT&T will provide usage data for completed calls for Resale services and/or other services billed out of the resale billing system offerings that AT&T records for itself (e.g., Local Measured Service).
- 13.4 AT&T will only provide daily usage files pursuant to this Section for services described in Section 13.1 and provided to CLEC under this Agreement.

14. CUSTOMER USAGE DATA FORMAT FOR SERVICES DESCRIBED IN SECTION 13.1

- 14.1 AT&T will provide usage data in the OBF Exchange Message Interface (EMI) format and by category, group and record type.
- 14.2 AT&T will include the Working Telephone Number (WTN) of the call originator, when available from the network recording, as well as the terminating telephone number on each EMI call record, when available from the network recording. Parties agree to work together if industry problems prevent the delivery of this data.
- 14.3 All usage records will be in packs in accordance with current EMI standards, as those may change from time to time.
- 14.4 Intentionally Left Blank.
- 14.5 AT&T will transmit formatted usage data to CLEC over Network Data Mover Network using CONNECT:DIRECT protocol, or otherwise agreed to by the Parties.
- 14.6 CLEC and AT&T will test and certify the CONNECT:DIRECT interface to ensure the accurate transmission of usage data.
- 14.7 AT&T will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 14.8 Changes to the DUF (Usage Data EMI format, content, and transmission processes) will be tested prior to implementation as mutually agreed by both parties and written notification will be provided to CLEC at least 60 days in advance to request Test data from AT&T.

15. Intentionally Left Blank.



ATTACHMENT 10MWSE - ABT: NON-INTERCOMPANY SETTLEMENTS (NICS)



Table of Contents

1.0	INTRODUCTION	3
2.0	DEFINITIONS	3
3.0	GENERAL PROVISIONS	3
4.0	RESPONSIBILITIES OF THE PARTIES	3
5.0	LIMITATION OF LIABILITY	3

1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions under which **AT&T MIDWEST REGION 5-STATE** will perform the revenue settlement of LEC-carried intrastate/intraLATA or interstate/intraLATA local/toll alternately billed calls between each of the aforementioned regions and the CLEC via the Centralized Message Distribution System (CMDS) Non-Intercompany Settlement (NICS) reports.

2.0 Definitions

- 2.1 “Non-Intercompany Settlement (NICS)” means a revenue settlement process for messages which originate from CLEC and bill to **AT&T MIDWEST REGION 5-STATE** and messages which originate from **AT&T MIDWEST REGION 5-STATE** and bill to CLEC. NICS messages must originate and bill within the same **AT&T-Owned ILEC** across the five (5) individual states which make up this region.
- 2.2 “Non-Intercompany Settlements System” or “NICS System” means the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different Local Exchange Carriers (LECs) within a single CMDS Direct Participant’s territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within both **AT&T MIDWEST REGION 5-STATE**.

3.0 General Provisions

- 3.1 NICS shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **AT&T MIDWEST REGION 5-STATE** billed by CLEC (when the CLEC is using its own End Office Switch), or messages originated by CLEC and billed by **AT&T MIDWEST REGION 5-STATE** within the same **AT&T MIDWEST REGION 5-STATE** State (i.e., messages for intrastate/intraLATA traffic only).
- 3.1.1 For example, an alternately billed call originating within **AT&T-ILLINOIS** territory and billed to a CLEC within **AT&T-ILLINOIS** would be covered by this section; a call originating within **AT&T-ILLINOIS** but billing outside of **AT&T-ILLINOIS** would not be covered by NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **AT&T MIDWEST REGION 5-STATE** and CLEC. NICS settlement will be incorporated into the CLEC’s monthly invoice.
- 3.4 This Attachment does not cover calls originating and billing within a state outside of **AT&T MIDWEST REGION 5-STATE**.
- 3.5 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).
- 3.6 The Party billing the End User shall be responsible for all uncollectible amounts.
- 3.7 Net payment shall be due within thirty (30) calendar days of the date of the invoice.

4.0 Responsibilities of the Parties

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

5.0 Limitation of Liability

- 5.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms & Conditions of this Agreement:
-

- 5.1.1 AT&T MIDWEST REGION 5-STATE assume no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that AT&T MIDWEST REGION 5-STATE will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which AT&T MIDWEST REGION 5-STATE may have relied in preparing settlement reports or performing any other act under this Attachment.
- 5.1.2 AT&T MIDWEST REGION 5-STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of AT&T MIDWEST REGION 5-STATE. Any losses or damage for which AT&T MIDWEST REGION 5-STATE is held liable under this Attachment will in no event exceed the amount that CLEC would have billed AT&T MIDWEST REGION 5-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T MIDWEST REGION 5-STATE receives notice of the error, interruption, failure or malfunction, to the time service is restored.
- 5.1.3 AT&T MIDWEST REGION 5-STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a Third Party.
-
-

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
NEW TALK, INC.**

The Interconnection Agreement between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T") and New Talk, Inc. ("CLEC") ("Agreement") effective in the state of Illinois is hereby amended as follows:

1. Section 2 of the General Terms and Conditions is amended by adding the following section:
 - 2.2.2 Notwithstanding anything to the contrary in this Section 2, pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with its approval of the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment No. 4"), the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from August 29, 2010 until August 29, 2013 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CLEC, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. Pursuant to ICA Merger Commitment No. 4, CLEC acknowledges and agrees that it will promptly amend the Agreement to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating

to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Illinois, and as of the date of that election by AT&T, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A ILLINOIS BELL
AND
NEW TALK, INC.**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T") and New Talk, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], effective date as set forth in the General Terms and Conditions of this Agreement (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

ATTACHMENT A

APPENDIX WIRE CENTER CLASIFICATION to ATTACHMENT 6: 251(c)(3) Unbundled Network Elements

1. Non-Impaired Wire Center Criteria and Related Processes

- 1.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and for ordering DS1 and DS3 Loops, DS1 and DS3 Transport Circuits, and Dark Fiber Transport unless CLEC provides a self-certification as outlined below. Unless CLEC had provided a self-certification, pursuant to this Section, for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification was provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Appendix shall be deemed to mean an Accessible Letter issued after the effective date of the Amendment under which this Appendix becomes part of CLEC's Agreement.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, CLEC disputes the AT&T wire center non-impairment designation, CLEC will provide a self-certification to AT&T identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired wire centers designated or posted on CLEC Online by AT&T as creating a presumption that a wire center is not impaired. CLEC can send a letter to AT&T claiming self-certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC's orders, where CLEC has provided self-certification described in this Appendix, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period referred to in Section 1.1.1.5 below for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 1.1.1 The parties recognize that a wire center that was not designated as meeting the FCC's non-impairment thresholds may meet those thresholds in the future. In the event that a wire center that was not identified as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T may add the wire center to the list of designated wire centers and the Parties will use the following process:

1.1.1.1 AT&T may update its list of designated wire centers as changes occur.

1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

- 1.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
- 1.1.1.4 In the event CLEC disagrees with AT&T's designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T's designation by providing a self-certification to AT&T in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.
- 1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, the parties must comply with the transitional period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)
- 1.1.1.6 If CLEC does provide self-certification to dispute AT&T's designation – within 60 calendar days of the issuance of the Accessible Letter, AT&T may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and AT&T will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.
- 1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 1.1.3 If it desires to do so, AT&T can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. AT&T will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. AT&T will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self-certification for a given wire center, shall be deemed a waiver by AT&T of its rights to challenge any subsequent self-certification submitted by CLEC for that wire center except as provided below. AT&T shall promptly notify CLEC of any time where AT&T has waived its ability to challenge a self-certification as to any wire center. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that AT&T asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list

outlined in Section 1.1.1 of this Appendix. If AT&T issues an Accessible Letter notifying CLECs that it has filed a self-certification dispute, and CLEC had not previously submitted a self-certification for the wire center(s) in dispute, AT&T will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC if CLEC submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.1.3.1 For wire centers designated prior to March 11, 2005

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

1.1.3.1.1.1 CLEC will pay true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.3 of the Embedded Base Rider between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.2 of the Embedded Base Rider. If affected loop/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also pay true-up for the period after the end of the initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will pay true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.1.3.2 For wire centers designated by AT&T after March 11, 2005,

1.1.3.2.1 For affected loop/transport elements ordered before AT&T's wire center designation,

1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider, CLEC will pay true-up during the period between the date that is thirty (30) days after AT&T's notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.3 of the Embedded Base Rider.

1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider has expired, CLEC will pay true-up based on the rate in effect at the time of AT&T's non-impairment designation plus 15% between the date that is thirty (30) days after AT&T's notice of

non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will pay true-up based on the rate in effect at the time of AT&T's non-impairment designation plus 15% between the date that is thirty (30) days after AT&T's notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.2 For affected loop/transport elements ordered after AT&T's wire center designation, CLEC will pay true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If CLEC has self-certified, and, has paid transitional rates for circuits that were covered by the self-certification, AT&T will pay true-up to CLEC in the event the state Commission upholds CLEC's self-certification. AT&T will pay true-up to CLEC based on the difference between the transitional rate paid by CLEC and the TELRIC-based rate to which CLEC is entitled.

1.1.5 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

1.2 Requested transitions of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s) shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (*e.g.*, prior to transition, cross-connects will be billed at transitional rates, after transition, if conversion is to an access product, cross-connects will be billed at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

1.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of the applicable transitional period in an orderly manner.

- 1.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have DS1/DS3 High Capacity Loops available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended. CLEC will continue to have unbundled access to DS1/DS3 High Capacity Loops for a building whenever the primary serving wire center for the geographic area in which the building is located is impaired, regardless of the impairment status of any other wire center that might also have connectivity to the building. However, CLEC may not obtain DS1 and/or DS3 loops from any wire center designated as non-impaired for DS1 and/or DS3 Loops.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS AND
NEW TALK, INC.**

This Amendment amends the Interconnection Agreement by and between Illinois Bell Telephone d/b/a AT&T Illinois ("AT&T") and New Talk, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Illinois.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The first sentence in Section 4.5.2 of Attachment 6: 251(c)(3) Unbundled Network Elements is amended by deleting the following phrase: "*without additional charges or minimum term commitments.*" Section 4.5.2 as amended now reads as follows in its entirety:
 - 4.5.2 A routine network modification is an activity that AT&T regularly undertakes for its own retail customers. Routine network modifications include those activities that AT&T undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that AT&T does for its own retail customers, subject to the limitations of 4.5.2.1, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be

accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing (the "Amendment Effective Date").
10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law.

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

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
75	**	Removal of Load Coil - per element	NRBZX	N/A	\$ 14.08	N/A
76		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element				
77	**	Removal of Repeater Options - per element	NRBNL	N/A	\$ 21.49	N/A
78	**	Removal Excessive Bridged Tap Option - per element	NRBNK	N/A	\$ 14.00	N/A
79	**	Removal of Load Coil - per element	NRBNJ	N/A	\$ 14.08	N/A
80						
81		Remove All or NON-Excessive Bridged Tap (RABT) - MMP				
82		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 286.75	N/A
83		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 742.35	N/A
84		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 286.75	N/A
85		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 286.75	N/A
86						
87						
88		Loop Non-Recurring Charges				
89		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				
90		Service Order - Initial (Connect) /2/	SEPUP	N/A	\$ 6.76	N/A
91	*	Service Order - (Disconnect) /2/	NKCG6	N/A	\$ 6.36	N/A
92	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	N/A	\$ 6.76	N/A
93	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	N/A	\$ 5.78	N/A
94		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/				
95		Line Connection (Initial) /2/	SEPUC	N/A	\$ 49.00	N/A
96		Line Connection (Additional) /2/	1CRG7	N/A	\$ 33.92	N/A
97		Line Connection (Disconnect-Initial) /2/	NKCG7	N/A	\$ 9.50	N/A
98		Line Connection (Disconnect-Additional) /2/	NKCG5	N/A	\$ 7.03	N/A
99	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/		N/A		
100		Service Ordering -(DS1) - Administrative Charge (Connect) /2/	NR90R	N/A	\$ 10.64	N/A
101		Service Ordering -(DS1) - Administrative Charge (Disconnect) /2/	NR90T	N/A	\$ 8.60	N/A
102		Service Provisioning (DS1) (Connect + Disconnect) /1/				
103		Connection Initial	1CRG1	N/A	\$ 200.75	N/A
104		Connection Additional	1CRG2	N/A	\$ 100.57	N/A
105		Disconnection Initial	NKCG1	N/A	\$ 7.49	N/A
106		Disconnection Additional	NKCG2	N/A	\$ 5.83	N/A
107		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)				
108		Connection Initial	NR90Y	N/A	\$ 10.64	N/A
109		Connection Additional	NR90Z	N/A	\$ 8.60	N/A
110		Service Provisioning DS3 (Connect + Disconnect)				
111		Connection Initial	1CRG3	N/A	\$ 84.49	N/A
112		Connection Additional	1CRG4	N/A	\$ 28.79	N/A
113		Disconnection Initial	NKCG3	N/A	\$ 7.68	N/A
114		Disconnection Additional	NKCG4	N/A	\$ 6.02	N/A
115						
116		Cross Connects				
117		2-Wire	CXCT2	\$ 0.14	N/A	N/A
118		DS1/LT1	CXCDX	\$ 0.43	N/A	N/A
119		DS3/LT3	CXC8X	\$ 0.76	N/A	N/A
120		DS3 Loop Cross-Connect to Collocation	CXCBX	\$ 33.14	N/A	N/A
121						
122		Interoffice Transport:				
123	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 17.35	N/A	N/A
124		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 1.88	N/A	N/A
125	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 146.93	N/A	N/A
126		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 29.81	N/A	N/A
127		Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	\$ 146.93	N/A	N/A
128		Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	\$ 29.81	N/A	N/A
129						
130		Multiplexing				
131		DS1 to Voice Grade	QMVXA-XC	\$ 275.34	N/A	N/A
132		DS3 to DS1	QM3XA-XC	\$ 404.30	N/A	N/A
133						
134		Dedicated Transport Cross Connects				
135	DS1		CXCDX	\$ 0.43	N/A	N/A
136	DS3		CXCEX	\$ 0.76	N/A	N/A
137						
138		Dedicated Transport Optional Features & Functions				
139	* DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		\$ 443.18	N/A
140						
141		Dedicated Transport Installation & Rearrangement Charges				
142	* DS1	Administration Charge - Per Order	ORCMX	N/A	\$ 406.61	N/A
143	*	Design & Central Office Connection Charge - Per Circuit	NRBCL	N/A	\$ 632.71	N/A
144	*	Carrier Connection Charge - Per Order	NRBBL	N/A	\$ 585.51	N/A
145	* DS3	Administration Charge - Per Order	ORCMX	N/A	\$ 308.22	N/A
146	*	Design & Central Office Connection Charge - Per Circuit	NRBC4	N/A	\$ 671.16	N/A
147	*	Carrier Connection Charge - Per Order	NRBDT	N/A	\$ 377.25	N/A
148						
149		Enhanced Extended Loop (EEL) Service Order per LSR				
150		Analog Loop Service Order Charge, per ASR or LSR				
151		Electronic Establish (Connection + Disconnection) /1/				N/A
152		Connection	NKCAR	N/A	\$ 10.48	N/A

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
153		Disconnection /2/	NKCAS	N/A	\$ 8.63	N/A
154		Electronic Subsequent	NKCAT		\$ 10.04	N/A
155		Manual Establish (Connection + Disconnection) /1/				N/A
156		Connection	NKCAU	N/A	\$ 63.12	N/A
157		Disconnection	NKCAV	N/A	\$ 42.47	N/A
158		Manual Subsequent	NKCAW	N/A	\$ 59.18	N/A
159						
160		2-Wire Digital Loop Service Order Charge				
161		Electronic Establish (Connection + Disconnection) /1/				N/A
162		Connection	NKCAR	N/A	\$ 10.48	N/A
163		Disconnection	NKCAS	N/A	\$ 8.63	N/A
164		Electronic Subsequent	NKCAT	N/A	\$ 10.04	N/A
165		Manual Establish (Connection + Disconnection) /1/				N/A
166		Connection	NKCAU	N/A	\$ 63.12	N/A
167		Disconnection	NKCAV	N/A	\$ 42.47	N/A
168		Manual Subsequent	NKCAW	N/A	\$ 59.18	N/A
169		DS1 Loop Service Order Charge Per LSR or ASR				
170		Electronic Establish (Connection + Disconnection)				
171		Connection	NKCAX	N/A	\$ 11.14	
172		Disconnection	NKCAZ	N/A	\$ 8.63	
173		Electronic Subsequent	NKCAZ	N/A	\$ 10.04	
174		Manual Establish (Connection + Disconnection)				
175		Connection	NKCB1	N/A	\$ 69.74	
176		Disconnection	NKCB2	N/A	\$ 42.47	
177		Manual Subsequent	NKCB3	N/A	\$ 59.18	
178		DS1 Transport Service Order Charge Per LSR or ASR				
179		Electronic Establish (Connection + Disconnection)				
180		Connection	PENDING	N/A	\$ 11.44	
181		Disconnection	PENDING	N/A	\$ 8.63	
182		Manual Establish (Connection + Disconnection)				
183		Connection	PENDING	N/A	\$ 72.70	
184		Disconnection	PENDING	N/A	\$ 42.47	
185		DS3 Transport Service Order Charge Per LSR or ASR				
186		Electronic Establish (Connection + Disconnection)				
187		Connection	PENDING	N/A	\$ 11.44	
188		Disconnection	PENDING	N/A	\$ 8.63	
189		Manual Establish (Connection + Disconnection)				
190		Connection	PENDING	N/A	\$ 72.70	
191		Disconnection	PENDING	N/A	\$ 42.47	
192		Central Office DS1 to Voice Mux Service Order				
193		Electronic Establish (Connection + Disconnection)				
194		Connection	PENDING	N/A	\$ 11.44	
195		Disconnection	PENDING	N/A	\$ 8.63	
196		Manual Establish (Connection + Disconnection)				
197		Connection	PENDING	N/A	\$ 72.70	
198		Disconnection	PENDING	N/A	\$ 42.47	
199		Non-Channelized DS1 EEL Service Order				
200		Electronic Establish (Connection + Disconnection)				
201		Connection	NKCB4	N/A	\$ 11.14	
202		Disconnection	NKCB5	N/A	\$ 8.63	
203		Manual Establish (Connection + Disconnection)				
204		Connection	NKCB6	N/A	\$ 69.74	
205		Disconnection	NKCB7	N/A	\$ 42.47	
206		Provisioning				
207		2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/				
208		Connection	NKCB8	N/A	\$ 49.44	
209		Disconnection	NKCB9	N/A	\$ 9.50	
210		2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/				
211		Connection	NKCBA	N/A	\$ 33.86	
212		Disconnection	NKCBB	N/A	\$ 7.03	
213		4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/				
214		Connection	NKCBC	N/A	\$ 49.44	
215		Disconnection	NKCBD	N/A	\$ 9.50	
216		4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/				
217		Connection	NKCBE	N/A	\$ 33.86	
218		Disconnection	NKCBF	N/A	\$ 7.03	
219		2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/				
220		Connection	NKCBG	N/A	\$ 65.76	
221		Disconnection	NKCBH	N/A	\$ 9.50	
222		2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/				
223		Connection	NKCBJ	N/A	\$ 30.46	
224		Disconnection	NKCBK	N/A	\$ 7.03	
225		4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)				
226		Connection	NKLBL		\$ 248.22	
227		Disconnection	NKCBM		\$ 11.97	
228		4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)				
229		Connection	NKCBN		\$ 135.15	

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
230		Disconnection	NKCBO		\$ 8.25	
231		Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)				
232		Connection	PENDING		\$ 66.78	
233		Disconnection	PENDING		\$ 7.92	
234		Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)				
235		Connection	PENDING		\$ 36.59	
236		Disconnection	PENDING		\$ 4.20	
237		DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)				
238		Connection	PENDING		\$ 95.69	
239		Disconnection	PENDING		\$ 12.35	
240		DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)				
241		Connection	PENDING		\$ 61.65	
242		Disconnection	PENDING		\$ 8.64	
243		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)				
244		Connection	NKCBT		\$ 356.20	
245		Disconnection	NKCBU		\$ 17.20	
246		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)				
247		Connection	NKCBV		\$ 146.40	
248		Disconnection	NKCBW		\$ 12.13	
249		DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)				
250		Connection	PENDING		\$ 139.71	
251		Disconnection	PENDING		\$ 17.20	
252		DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)				
253		Connection	PENDING		\$ 48.78	
254		Disconnection	PENDING		\$ 12.13	
255		Clear Channel Capability, Initial, Install	NKCC6		\$ 70.32	
256		Clear Channel Capability, Additional, Install	PENDING		\$ 8.87	
257		Clear Channel Capability, Additional, Disconnect	NKCC7		\$ 8.87	
258						
259		Special Access to UNE Conversion				
260		Channelized Facility (DS1 or DS3) Term.to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage				
261		Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCC9	N/A	N/A	
262		Channelized Facility from Cage, DS3, Design and Coordination Charge	NKCCA	N/A	N/A	
263		Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage				
264		Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	NKCCB	N/A	N/A	
265		Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	NKCCC	N/A	N/A	
266		Non-Channelized Facility from Cage, DS3, Design and Coordination charge	NKCCD	N/A	N/A	
267		Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DS0 or DS1) Terminating to Collo				
268		Channelized Facility from POP, DS1, Design and Coordination charge	NKCCCE	N/A	N/A	
269		Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCCF	N/A	N/A	
270		Channelized Facility from POP, DS0, Design and Coordination Charge	PENDING	N/A		
271		Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage			N/A	
272		Non-Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING	N/A	N/A	
273		Non-Channelized Facility from OPO, DSO, Design and coordination Charge	NKCCG	N/A	N/A	
274		Non-Channelized Facility from POP, DS1, Design and Coordination Charge	NKCCCH	N/A	N/A	
275		Non-Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCJ	N/A	N/A	
276		Private Line to UNE Conversion	PENDING	N/A	\$ 25.57	
277		AC2U Project Administrative Activity Per Service Circuit	NKCC8		\$ 21.23	
278						
279		Dark Fiber				
280		Dark Fiber Interoffice				
281	*	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 16.24	N/A	N/A
282		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.0018	N/A	N/A
283		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 3.43	N/A	N/A
284		Inquiry (Per Request)				
285	*	Dark Fiber Interoffice Transport - NRC	NR9D6	N/A	\$ 325.28	N/A
286		FIRM ORDER (Per Fiber Strand)				
287	*	Administrative per Order	NRB51	N/A	\$ 28.63	N/A
288	*	Dark Fiber Interoffice Transport - NRC	NRB54	N/A	\$ 612.88	N/A
289						
290		Routine Modifications				
291		Routine Modifications to Existing Facilities Charge	PENDING	N/A	ICB	N/A
292						
293						
294		LNP				
295		***Local Number Portability	NSR	\$ 0.00	N/A	
296		***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing				
297		effective October 1, 2004.				
298						
299		Maintenance of Service	VRP	N/A	\$ 71.00	
300						
301		OTHER				
302		Directory Assistance				
303						
304		Directory Assistance				
305		Directory Assistance, per call	OPEN	\$ 0.40	N/A	
306		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A	
307		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	N/A	

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
308		Business Category Search (BCS) / where applicable, per call	OPEN	\$ 0.65	N/A	
309		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A	
310						
311		OS/DA Automated Call Greeting and Reference / Rates				
312		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	\$ 1,800.00	
313		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A	
314		Branding - Facility Based - Initial/Subsequent Load				
315		- Branding, per trunk group	OPEN	N/A	\$ 800.00	
316		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	
317		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	\$ 1,500.00	
318						
319		Operator Services				
320		Fully Automated Call Processing, per call	OPEN	\$ 0.15	N/A	
321		Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV]				
322		and Busy Line Verification / Interrupt [BLV/I]), per work second	OPEN	\$ 0.03	N/A	
323						
324		DA Listing				
325		- per listing for initial load	OPEN	N/A	\$ 0.040	N/A
326		- per listing for subsequent updates	OPEN	\$ 0.060		N/A
327						
328		Resale				
329		DIRECTORY ASSISTANCE / OPERATOR SERVICES				
330		Local Directory Assistance	RESALE	21.46%	N/A	
331		Local Operator Assistance Services	RESALE	21.46%	N/A	
332						
333		National Directory Assistance (NDA), per call	OPEN	\$ 0.65	N/A	
334		Reverse Directory Assistance (RDA), per call	OPEN	\$ 0.65	N/A	
335		Business Category Search (BCS) / where applicable, per call	OPEN	\$ 0.65	N/A	
336		Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15	N/A	
337						
338		OS/DA Automated Call Greeting and Reference / Rates				
339		Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN	N/A	\$ 1,800.00	
340		Brand and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03	N/A	
341		Rate Reference - Initial Load, per state, per OCN	OPEN	N/A	\$ 5,000.00	
342		Rate Reference - Subsequent Load, per state, per OCN	OPEN	N/A	N/A	\$ 1,500.00
343						
344		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	N/A	N/A
345		Non Intercompany Settlement (NICS) Billing Charge (Per Message)	Not Applicable	\$ 0.05		
346						
347		Structure Access - Poles & Ducts		Annually		
348		Poles (\$/Attachment/yr.)*##				
349		Per Pole Attachment*	OPEN	\$ 2.46	N/A	N/A
350		Per Foot of innderduct##	OPEN	\$ 0.49	N/A	N/A
351		Application fee	OPEN		\$ 200.00	
352		Unauthorized Attachment Fee	OPEN		\$500.00 per pole	
353		Unauthorzied Occupancy6 Fee	OPEN		\$50.00 per Conduit Foot	
354		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional				
355		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
356		## Note All pole and conduit license fees are for a period of one yer from January 1 thru December 31,				
357		effective January 1, 2005 and billable semi-annually in advance in January and July of each year.				
358		New rates will be communicated to CLEC no later than November 1st for the succeeding year				
359						
360		Emergency Number Service Access				
361		911 Selective Router Interconnection				
362		- Digital DS1 Interface		\$ 198.11	\$ 706.64	
363		-Each DSO installed	USAGE	\$0.00	\$ 507.00	
364		-Analog Channel Interface	EVG9X	\$ 19.99	\$ 610.45	
365		ANI/ALI/SR and Database Management				
366		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.53	\$ 713.33	
367		Access Routing File (CD-ROM)	USAGE	\$ 25.95		
368		911 Selective Router Switch Administration				
369		-Per Selective Router	USAGE	\$ 91.49	\$ 5,557.82	
370						
371		Bona Fide Request				
372		Deposit				
373					\$ 2,000.00	
374		INTERCARRIER COMPENSATION				
375		End Office Local Termination				
376		Set up charge, per call	USAGE	\$ 0.009512		
377		Duration charge, per MOU	USAGE	\$ 0.000967		
378		Tandem Switching				
379		Set up charge, per call	USAGE	\$ 0.000496		
380		Duration charge, per MOU	USAGE	\$ 0.000927		
381		Tandem Transport Termination, per MOU	USAGE	\$ 0.000201		

Line	ILLINOIS	AT&T Generic Rates	USOC	Recurring Rate	Non-Recurring Rate	Non-Recurring Rate
382		Tandem Transport Facility per MOU, per Mile	USAGE	\$ 0.000013		
383		Rate for Presumed ISP-Bound Traffic as per FCC 01-131	USAGE	\$ 0.0007		
		Transit Traffic Compensation				
		Tandem Switching per MOU		\$ 0.004836		
		Tandem Termination per MOU		\$ 0.000189		
384		Tandem Facility - per mile - per MOU		\$ 0.000093		
385	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/				
386	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.				
387	*	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				
388						
389		RESALE				
390		See ILL.C.C. No. 20 Tariff Part 22				
391		Line Connection Charge				
392		Residence		See ILL.C.C. No. 20 Tariff Part 22		
393		Business		See ILL.C.C. No. 20 Tariff Part 22		
394		Service Order/Service Request Charge				
395		Residence		See ILL.C.C. No. 20 Tariff Part 22		
396		Business		See ILL.C.C. No. 20 Tariff Part 22		
397		Non-Electronic (Manual) Service Order Charge				
398		Residence		See ILL.C.C. No. 20 Tariff Part 22		
399		Business		See ILL.C.C. No. 20 Tariff Part 22		
400						

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
1	CAGED				
2	REAL ESTATE				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
6	COMMON SYSTEMS				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
8	PLANNING				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
10	Planning	Per Request	NRFCB		\$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	NRFCB		\$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	Per Linear Foot	S8F45	\$0.08	\$14.81
38	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
39	Space Availability Report	Per Premise	NRFCQ		\$168.04
40	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
41	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
42	CAGE COMMON COSTS				
43	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29
44	INTERCONNECTION COSTS:				
45	ILEC TO CLEC CONNECTION				
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.58	\$698.82
53	CLEC TO CLEC CONNECTION				
54	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
55	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
56	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
57	Route Design		NRFCX		\$424.88
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
59	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
60	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
61	TIME SENSITIVE ACTIVITIES				
62	PRE-VISITS				
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
64	Comm. Tech - Craft	Per 1/4 Hour	NRFCB		\$19.60
65	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72
66	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
67	CONSTRUCTION VISITS				
68	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
70					
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
71	CAGELESS				
72	REAL ESTATE				
73	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
74	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
75	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
76	COMMON SYSTEMS				
77	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
78	PLANNING				
79	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
80	Planning	Per Request	NRFCJ		\$4,601.93
81	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
82	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
83	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
84	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
85	POWER PROVISIONING				
86	Power Panel:				
87	50 Amp	Per Power Panel (CLEC Provided)	NONE		
88	200 Amp	Per Power Panel (CLEC Provided)	NONE		
89	Power Cable and Infrastructure:				
90	Power Cable Rack	Per Four Power Cables or Quad	NONE		
91	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F34	\$0.25	\$48.23
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
93	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F35	\$0.25	\$48.23
94	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F36	\$0.25	\$48.23
95	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
96	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
97	Equipment Grounding:				
98	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
99	DC POWER AMPERAGE CHARGE				
100	Per Amp	Per Amp	C1FWA	\$9.80	
101	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
102	FIBER CABLE PLACEMENT				
103	Central Office:				
104	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
105	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
106	CEV, HUT & Cabinets:				
107	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
108	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
109	MISCELLANEOUS & OPTIONAL COST:				
110	MISCELLANEOUS COSTS				
111	Timing Lead	Per Linear Foot	S8F45	\$0.08	\$14.81
112	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
113	Space Availability Report	Per Premise	NRFCQ		\$168.04
114	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
115	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
116	CAGELESS / POT BAY OPTIONS				
117	Standard Equipment Bay	Each (CLEC Provided)	NONE		
118	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
119	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
120	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
121	DDP-1 Panel	Each (CLEC Provided)	NONE		
122	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
123	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
124	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
125	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
126	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
127	CEV, HUT, CABINET				
128	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
129	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
130	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
131	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
132	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
133	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
134	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
135	INTERCONNECTION COSTS:				
136	ILEC TO CLEC CONNECTION				
137	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
138	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
139	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
140	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
141	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
142	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
143	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
144	CLEC TO CLEC CONNECTION				
145	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
146	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
147	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
148	Route Design		NRFCX		\$424.88
149	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
150	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
151	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
152	PROJECT MANAGEMENT				
153	CEV, HUT & CABINET				
154	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
155	TIME SENSITIVE ACTIVITIES				
156	PRE-VISITS				
157	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
158	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
159	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72
160	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
161	CONSTRUCTION VISITS				
162	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
163	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
164					
165	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
166	REAL ESTATE				
167	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
168	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
169	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
170	COMMON SYSTEMS				
171	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
172	PLANNING				
173	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
174	Planning	Per Request	NRFCJ		\$4,601.93
175	Planning - Subsequent Inter. Cabling	Per Request	NRFCCE		\$2,267.04
176	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
177	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
178	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
179	POWER PROVISIONING				
180	Power Panel:				
181	50 Amp	Per Power Panel (CLEC provides)	NONE		
182	200 Amp	Per Power Panel (CLEC provides)	NONE		
183	Power Cable and Infrastructure:				
184	Power Cable Rack	Per Four Power Cables or Quad	NONE		
185	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F31	\$0.25	\$48.23
186	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
187	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F32	\$0.25	\$48.23
188	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F33	\$0.25	\$48.23
189	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
190	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
191	Equipment Grounding:				
192	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
193	DC POWER AMPERAGE CHARGE				
194	Per Amp	Per Amp	C1FWA	\$9.80	
195	FIBER CABLE PLACEMENT				
196	Central Office:				
197	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
198	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
199	MISCELLANEOUS & OPTIONAL COST:				
200	MISCELLANEOUS COSTS				
201	Timing Lead	Per Linear Foot	S8F45	\$0.08	\$14.81
202	Bits Timing	Based on two (2) leads per circuit	S8FQT	\$3.58	\$698.82
203	Space Availability Report	Per Premise	NRFCQ		\$168.04
204	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
205	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
206	CAGE COMMON COSTS				
207	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
208	INTERCONNECTION COSTS:				
209	ILEC TO CLEC CONNECTION				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
217					
218	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
219	REAL ESTATE				
220	Site Conditioning	Per Frame	S8FX5		\$92.81
221	Safety & Security	Per Frame	S8FX6		\$195.57
222	Floor Space Usage	Per Frame	S8F62	\$28.91	

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
223	COMMON SYSTEMS				
224	Common Systems - Standard	Per Frame	S8F64	\$10.75	
225	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
226	PLANNING				
227	Planning	Per Request	NRM99		\$5,555.76
228	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
229	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
230	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
231	POWER PROVISIONING				
232	Power Cable and Infrastructure:				
233	Power Cable Rack	Per Four Power Cables or Quad	NONE		
234	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	C1F37	\$0.52	
235	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
236	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	C1F38	\$0.52	
237	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	C1F39	\$0.52	
238	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
239	Equipment Grounding:				
240	Ground Cable Placement	Per Frame	S8F69	\$0.36	
241	DC POWER AMPERAGE CHARGE				
242	Per Amp	Per Amp	C1FWA	\$9.80	
243	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
244	FIBER CABLE PLACEMENT				
245	Central Office:				
246	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
247	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
248	CEV, HUT & Cabinets:				
249	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
250	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
251	MISCELLANEOUS & OPTIONAL COST:				
252	MISCELLANEOUS COSTS				
253	Timing Lead	Per Linear Foot	S8FXT	\$0.08	\$14.81
254	Bits Timing	Based on two (2) leads per circuit	S8FXS	\$3.58	\$698.82
255	VIRTUAL FRAME OPTIONS				
256	Standard Equipment Bay	Each (CLEC Provided)	NONE		
257	CEV, HUT, CABINET				
258	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
259	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
260	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
261	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
262	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
263	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
264	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
265	INTERCONNECTION COSTS:				
266	ILEC TO CLEC CONNECTION				
267	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
268	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
269	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
270	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
271	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
272	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
273	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
274	VIRTUAL TO VIRTUAL CONNECTION				
275	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
276	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
277	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
278	Route Design		NRLWF		\$463.36
279	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
280	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
281	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
282	PROJECT MANAGEMENT				
283	CEV, HUT & CABINET				
284	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
285	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
286	CENTRAL OFFICE TYPE				
287	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
288	Staffed CO During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMHN		\$242.35
289	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
290	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
291	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minimum - Initial	NRMJ9		\$242.35
292	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
293	CEV, HUT & CABINET				
294	Per Visit	4 Hour Minimum - Initial	NRMJ9		\$242.35
295	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
296	ADDITIONAL LABOR ELEMENTS				

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
297	TRAINING				
298	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
299	CO Manager	Per 1/2 Hour	NRME9		\$39.45
300	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
301	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
302	EQUIPMENT EVALUATION COST				
303	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
304	TEST AND ACCEPTANCE				
305	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
306					
307	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
308	PLANNING				
309	Planning - Initial	Per Request	NRFA1		\$9,268.73
310	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
311	REAL ESTATE				
312	Land Rental	Per Square Foot	S8GEN	\$0.44	
313	POWER PROVISIONING				
314	Power Cable and Infrastructure:				
315	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
316	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
317	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
318	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
319	AC Service:				
320	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
321	AC Usage	Per KWH	S8GEO	\$0.05	
322	DC POWER AMPERAGE CHARGE				
323	Per Amp	Per Amp	C1FWA	\$9.80	
324	FIBER CABLE PLACEMENT				
325	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
326	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
327	CABLE RACK				
328	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
329	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
330	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
331	CONDUIT PLACEMENT				
332	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
333	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
334	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
335	INTERCONNECTION COSTS:				
336	ILEC TO CLEC CONNECTION				
337	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
338	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02
339	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
340	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
341	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
342	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
343	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
344					
345	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
346	PLANNING				
347	Planning	Per Request	NRFA3		\$1,254.32
348	CONDUIT				
349	Conduit Space	Per Innerduct	S8GEW	\$1.17	
350	INTERCONNECTION COSTS:				
351	ILEC TO CLEC CONNECTION				
352	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
353	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
354	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
355	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
356	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
357					
358	RATES AND CHARGES FOR				
359	COMPLETE SPACE DISCONTINUANCE				
360	Application Fee	Per Request	NRFX1		\$503.95
361	Project Management Fee – Complete Space Discontinuance	Per Request	NRFX2		\$2,883.10
362	Remove Fiber Jumpers	Per linear foot	NRFX3		\$18.79
363	Remove Fiber Cables	Per linear foot	NRFX4		\$14.43

Line	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
364	Remove VF/DS0 Cable	Per linear foot	NRFX5		\$2.60
365	Remove DS1 Cable	Per linear foot	NRFX6		\$4.89
366	Remove DS3 Cable (Coax)	Per linear foot	NRFX7		\$3.57
367	Remove Timing Cable	Per Request	NRFX8		\$9.64
368	Remove Power Cable-50AMP feed & below	Per linear foot	NRFX9		\$24.76
369	Remove Power Cable-100AMP feed & above	Per linear foot	NRFXA		\$22.73
370	Remove Cage Grounding Material	Each grounding lead & ground bar	NRFXB		\$1,462.85
371	Remove Fiber Entrance Cable	Per cable removal job	NRFXC		\$1,664.00
372	Infrastructure Maps & Records	Per cable removal job	NRFXD		\$104.00
373	Engineering Work Order	Per cable removal job	NRFXE		\$104.00
374	Work Group Information Distribution	Per cable removal job	NRFXF		\$104.00
375	Restore Floor Tile – per Standard Bay	Per Standard Bay	NRFXG		\$71.79
376	Floor Restoration Contractor Trip Charge	Per trip	NRFXH		\$144.63
377	Restore Floor Tile	Per Non-Standard Bay	NRFXJ		\$81.53
378					
379	RATES AND CHARGES FOR				
380	SPACE REASSIGNMENT/RESTENCILING				
381	Application Fee	Per Request	NRF XK		\$503.95
382	Project Management Fee – Space Reassignment	Per Request	NRF XL		\$2,883.10
383	Restencil DS0/DSL Block	Per 100 pair block	NRF XM		\$15.33
384	Restencil DS1 Block	Per 28 DS1s	NRF XN		\$6.02
385	Restencil DS3 Coax Cable	Per cable	NRF XO		\$4.90
386	Restencil Fiber Cable Block	Per 12 pair cable	NRF XP		\$91.95
387	Restencil Fiber Jumper Block	Per 4 jumpers	NRF XQ		\$61.30
388	Restencil Power and tag cables	Per 1-4 feeds	NRF XR		\$107.28
389	Restencil Timing Source and tag cable	Per cable	NRF XS		\$122.60
390	Timing Record Book Update	Per element	NRF XT		\$45.98
391	Interconnection Records Update	Per element	NRF XU		\$296.61
392	Power Records Update	Per element	NRF XV		\$355.94
393	Vendor Engineering	Per Space Reassignment job	NRF XW		\$711.88
394					
395	RATES AND CHARGES FOR				
396	POWER REDUCTION (CABLE REMOVAL)				
397	Application Fee	Per Request	NRF XX		\$503.95
398	Project Management Fee – Power Reduction(cable removal)	Per Request	NRF XY		\$2,220.45
399	Remove Power Cable-50AMP feed & below	Per linear foot	NRF XZ		\$24.76
400	Remove Power Cable-100AMP feed & above	Per linear foot	NRF Y1		\$22.73
401					
402	RATES AND CHARGES FOR				
403	POWER REDUCTION (REFUSING ONLY)				
404	Application Fee	Per Request	NRF Y2		\$503.95
405	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	NRF Y3		\$1,562.80
406	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	NRF Y4		\$2,004.57
407	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	NRF Y5		\$367.81
408	Restencil Power and tag cables	Per 1-4 feeds	NRF Y6		\$107.28
409	Power Records Update	Per element	NRF Y7		\$355.94
410	Vendor Engineering	Per Space Reassignment job	NRF Y8		\$711.88
411	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	NRF Y9		\$490.41
412	Restencil Power and tag cables	Per 1-4 feeds	NRF YA		\$107.28
413	Power Records Update	Per element	NRF YB		\$355.94
414	Vendor Engineering	Per Space Reassignment job	NRF YC		\$711.88
415					
416	RATES AND CHARGES FOR				
417	INTERCONNECTION TERMINATION REDUCTION				
418	Application Fee	Per Request	NRF YD		\$503.95
419	Project Management Fee – Interconnection Cable Reduction	Per Request	NRF YE		\$2,441.33
420	Remove VF/DS0 Cable	Per linear foot	NRF YF		\$2.60
421	Remove DS1 Cable	Per linear foot	NRF YG		\$4.89
422	Remove DS3 Cable (Coax)	Per linear foot	NRF YH		\$3.57
423	Remove Fiber Cables	Per linear foot	NRF YJ		\$14.43
424	Remove Fiber Jumpers	Per linear foot	NRF YK		\$18.79

Special Instructions send final docs to Mark Foster

Mark Foster

Attorney at Law

707 West Tenth Street

Austin, TX 78701

(512) 708-8700

(512) 697-0058 Fax

mark@mfoosterlaw.com

www.mfoosterlaw.com

WIRELESS and/or PAGING

Wireless/Cellular Agreement

- 1) Type of license required in the first Whereas clause of the Agreement:
- 2) Listing of authorized services is required in Agreement. Select one or more of the following:
 - cellular
 - broadband Personal Communications Services (PCS)
 - covered Specialized Mobile Radio ("SMR")

Paging Agreement

- 1) Select one type of service required in Agreement:
- 2) State & Transit Traffic percentage required in Agreement:
- 3) ACNA(s) required to be listed in Agreement:

Paging Facilities Agreement

- 1) State & Transit Traffic percentage required in Section 9.1
- 2) ACNA(s) required to be listed in Section 15.4

Select if Voicemail, Wholesale Inside Wire Plan or Premises Wire. _____

Associate Director Approval _____

Director Approval _____