ATTACHMENT 07 - OPERATIONS SUPPORT SYSTEMS

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by AT&T-22STATE. CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs (as provided in Attachment 13 - 251(c)(3) UNEs, resold services, or other services covered by this Interconnection Agreement ICA Service(s)).

1.2 Should AT&T-22STATE no longer be obligated to provide a 251(c)(3) UNE or other ICA Service under the terms of this Agreement, AT&T-22STATE shall no longer be obligated to offer access and use of OSS for that ICA Service.

2.0 Definitions

2.1 "Service Bureau Provider (SBP)" means a company which has been engaged by a CLEC to act on its behalf for purposes of accessing AT&T-22STATE OSS application-to-application interfaces via a dedicated connection over which multiple CLEC's local service transactions are transported.

3.0 General Provisions

3.1 AT&T-22STATE's OSS are comprised of systems and processes that are in some cases region-specific (hereinafter referred to as "Regional OSS"). Regional OSS is available only in the regions where such systems and processes are currently operational.

3.2 AT&T-22STATE will provide electronic access to OSS via web-based GUIs and application-to-application interfaces. These GUIs and interfaces will allow CLEC to perform pre-order, order, provisioning, maintenance and repair functions. AT&T-22STATE will follow industry guidelines and the Change Management Process (CMP) in the development of these interfaces.

3.3 AT&T-22STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-22STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation.

3.4 AT&T-22STATE's OSS are designed to accommodate requests for both current and projected demands of CLEC and other CLECs in the aggregate.

3.5 CLEC shall advise AT&T-22STATE no less than seven (7) Business Days in advance of any anticipated ordering volumes above CLEC's normal average daily volumes.

3.6 It is the sole responsibility of CLEC to obtain the technical capability to access and utilize AT&T-22STATE's OSS interfaces. All hardware and software requirements for the applicable AT&T-22STATE Regional OSS are specified on AT&T's CLEC Online website.

3.7 CLEC must access the AT&T-22STATE OSS interfaces as indicated in the connectivity specifications and methods set forth on AT&T's CLEC Online website.

3.8 Prior to initial use of AT&T-22STATE's Regional OSS, CLEC shall attend and participate in implementation meetings to discuss CLEC access plans in detail and schedule testing.

3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-22STATE's electronic interfaces.

3.10 CLEC agrees that there may be Resale service and 251(c)(3) UNEs available on a regional basis and that such regional offering may only be ordered where they are made available in accordance with Resale or 251(c)(3)UNE Attachments. Moreover, CLEC shall not be permitted to order ICA Services unless CLEC has a right, under this Agreement, to order such service.

3.11 AT&T-22STATE shall provide nondiscriminatory access to OSS processes. When OSS processes are not available electronically, AT&T-22STATE shall make manual processes available.

3.12 The Parties agree that a collaborative CMP will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The CMP will cover changes to AT&T-22STATE's electronic interfaces, AT&T-22STATE's CLEC testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of CMP disputes.

3.13 Due to enhancements and on-going development of access to AT&T-22STATE CLEC OSS functions, certain interfaces may be modified, may be temporarily unavailable, or may be phased out after execution of this Agreement. AT&T-22STATE shall provide proper notice of interface phase-out in accordance with CMP.

3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.

3.15 Proper Use of OSS Interfaces

3.15.1 CLEC shall use AT&T-22STATE electronic interfaces, as described herein, exclusively for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with AT&T-22STATE's Data Connection Security Requirements as identified in Section 9.0 below of this Attachment. Failure to comply with the requirements of this Attachment, including such security guidelines, may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies AT&T-22STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T-22STATE's OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any Third Party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay AT&T-22STATE for any and all damages caused by such unauthorized entry.

3.15.2 CLEC's access to pre-order functions will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.

3.15.2.1 CLEC must maintain records of individual End Users' authorizations for change in local Exchange Service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.15.2.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds AT&T-22STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User. The Parties agree not to view, copy, or otherwise obtain access to the customer record information about any other carriers' End Users without proper permission. CLEC will obtain access to End User customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

3.15.3 AT&T-22STATE shall be free to connect an End User to any CLEC based upon that CLEC's request and that CLEC's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to AT&T-22STATE upon request and at no charge.

3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-22STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-22STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-22STATE to CLEC. In addition, CLEC agrees to indemnify and hold AT&T-22STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-22STATE caused by or related to CLEC's use of any AT&T-22STATE OSS.

3.15.5 In the event AT&T-22STATE has good cause to believe that CLEC has used AT&T-22STATE OSS in a way that conflicts with this Agreement or Applicable Law, AT&T-22STATE shall give CLEC written Notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which CLEC shall provide to AT&T-22STATE within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

3.15.6 In the event CLEC does not respond to the Notice of Misuse or does not agree that the CLEC's use of AT&T-22STATE OSS is inconsistent with this Agreement or Applicable Law, then the Parties agree to the following steps:

3.15.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by AT&T-22STATE to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.

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

3.16 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, AT&T-22STATE shall have the right to conduct an audit of CLEC's use of the AT&T-22STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the AT&T-22STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. AT&T-22STATE shall give ten (10) calendar 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 the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the Audit Notice (unless otherwise agreed by the Parties), CLEC shall provide AT&T-22STATE 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-22STATE'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-22STATE 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-22STATE. If CLEC fails to cooperate in the audit, AT&T-22STATE reserves the right to terminate CLEC's access to electronic processes.

4.0 Pre-Ordering

4.1 AT&T-22STATE Regional OSS are available in order that CLEC can perform the pre-ordering functions for ICA Services, including but not limited to:

4.1.1 Service address validation

4.1.2 Telephone number selection

4.1.3 Service and feature availability

4.1.4 Due date information

4.1.5 Customer service information

4.1.6 Loop makeup information

4.2 Complete Regional OSS pre-order functions may be found on AT&T's CLEC Online website.

4.3 CLEC shall provide AT&T-22STATE with access to End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such information within four (4) hours after requested via electronic access where available. If electronic access is not available, CLEC shall provide to AT&T-22STATE paper copies of End User record information, including circuit numbers associated with each telephone number where applicable. CLEC shall provide such End User service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

4.4 Data validation files provided are described on the AT&T CLEC Online website. These files provide an alternate method of acquiring pre-ordering information that is considered relatively static and are available via the pre-order GUI, AT&T's CLEC Online website, or other distribution methods.

5.0 Ordering

5.1 AT&T-22STATE will provide ordering functionality. To order any ICA Services CLEC will format a Local Service Request (LSR) to identify the features, services or elements CLEC is requesting AT&T-22STATE to provision in accordance with applicable AT&T-22STATE ordering requirements and other terms and conditions of this Agreement. Ordering requirements are located on AT&T's CLEC Online website.

5.2 In ordering and provisioning, Unbundled Dedicated Transport (UDT) and local Interconnection trunks, CLEC and AT&T-22STATE will use industry Access Service Request (ASR) guidelines, based upon AT&T-22STATE ordering requirements. AT&T-22STATE's ASR guidelines are located on AT&T's CLEC Online website.

5.3 AT&T-22STATE product/service intervals are located on AT&T's CLEC Online website.

5.4 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. CLEC shall provide to AT&T-22STATE an FOC per the guidelines located on AT&T's CLEC Online website.

5.5 When an AT&T-22STATE provided ICA Service is replaced by CLEC's facility-based service using any AT&T-22STATE provided ICA Services, CLEC shall issue appropriate service requests, to both disconnect the existing service and order ICA Services. These requests will be processed by AT&T-22STATE, and CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered. Similarly, when an End User is served by one CLEC using AT&T-22STATE provided ICA Services is converted to another CLEC's service using any AT&T-22STATE provided ICA Services, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC End User. These requests will be processed by AT&T-22STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual ICA Service and cross-connect ordered.

5.6 AT&T-22STATE shall bill to CLEC an LSR charge and/or appropriate service order charges based on the manner in which the order is submitted (e.g. manually, semi-mechanized, mechanized) at the rate set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides to this Agreement for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON).

5.7 The Commissions, in some states, have ordered per element manual additive nonrecurring charges for ICA Services ordered by means other than one of the interactive interfaces ("Additional Charges"). Additional Charges shall charges will apply in these states as set forth in the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.0 Provisioning

6.1 AT&T-22STATE will provide to CLEC nondiscriminatory provisioning of ICA Services. Access to order status and provisioning order status is available via the regional pre-ordering and ordering GUIs, AT&T's CLEC Online website, and application-to-application interfaces.

6.2 AT&T-22STATE shall provision services during its regular working hours. To the extent CLEC requests provisioning of service to be performed outside AT&T-22STATE's regular working hours, or the work so requested requires AT&T-22STATE's technicians or project managers to work outside of regular working hours, AT&T-22STATE will assess overtime charges set forth in the Pricing Schedule/AT&T-22STATE's intrastate Access Services Tariff.

6.3 In the event AT&T-22STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-22STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides.

6.4 Cancellation Charges:

6.4.1 If CLEC cancels an order for ICA Services subsequent to AT&T-22STATE's generation of a service order, any costs incurred by AT&T-22STATE in conjunction with provisioning of services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on AT&T's CLEC Online website. In addition, AT&T-22STATE reserves the right to assess cancellation charges if CLEC fails to respond within nine (9) Business Days to a Missed Appointment order notification.

6.4.1.1 Notwithstanding the foregoing, if CLEC places an LSR based upon AT&T-22STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-22STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CLEC places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-22STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CLEC may cancel its request for those ICA Services without incurring cancellation charges. In such instance, should CLEC elect to cancel the entire LSR, cancellation charges as shall apply to those ICA Services that were not the subject of inaccurate loop makeup.

6.5 Expedite Charges:

6.5.1 For Expedite requests by CLEC, charges from the Pricing Schedule or Connecticut Access Service Tariff will apply for intervals less than the standard interval as outlined on the AT&T CLEC Online website.

6.6 Order Modification Charges:

6.6.1 If CLEC modifies an order after being sent a FOC from AT&T-22STATE, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be accessed from the Pricing Schedule as applicable.

7.0 Maintenance/Repair

7.1 AT&T-22STATE will provide CLEC with access to electronic interfaces for the purpose of reporting and monitoring trouble.

7.2 The methods and procedures for trouble reporting outlined on the AT&T CLEC Online website shall be used.

7.3 AT&T-22STATE will maintain, repair and/or replace ICA Services in accordance with the FCC requirements and applicable tariffs.

7.4 CLEC shall make available at mutually agreeable times the 251(c)(3) UNEs provided pursuant to this Agreement in order to permit AT&T-22STATE to test and make adjustments appropriate for maintaining the 251(c)(3) UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

7.5 Neither CLEC or its End Users shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T-22STATE except with the prior written consent of AT&T-22STATE.

7.6 CLEC will be responsible for testing and isolating troubles on ICA Services. CLEC must test and isolate trouble to the AT&T-22STATE network before reporting the trouble to the Maintenance Center. Upon request from AT&T-22STATE at the time of the trouble report, CLEC will be required to provide the results of the CLEC test isolating the trouble to the AT&T-22STATE network.

7.7 For all ICA Services repair requests, CLEC shall adhere to AT&T-22STATE's prescreening guidelines prior to referring the trouble to AT&T-22STATE.

7.8 CLEC will contact the appropriate AT&T-22STATE repair centers in accordance with procedures established by AT&T-22STATE.

7.9 AT&T-22STATE reserves the right to contact CLEC's End Users, if deemed necessary, for provisioning or maintenance purposes.

7.10 Repair requests are billed in accordance with the provisions of this Agreement. If CLEC reports a trouble on a AT&T-22STATE ICA Service and no trouble is found in AT&T-22STATE's network, AT&T-22STATE will charge CLEC a Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges for any dispatching and testing (both inside and outside the Central Office) required by AT&T-22STATE in order to confirm the working status. AT&T-22STATE will assess these charges at the rates set forth in the Pricing Schedule and/or applicable tariffs.

7.11 In the event AT&T-22STATE must dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-22STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-22STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule.

7.12 CLEC shall pay Time and Material charges when AT&T-22STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T-22STATE or in detariffed CPE provided by AT&T-22STATE, unless covered under a separate maintenance agreement.

7.13 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

7.14 If CLEC issues a trouble report allowing AT&T-22STATE access to End User's premises and AT&T-22STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T-22STATE personnel are dispatched. Subsequently, if AT&T-22STATE personnel are allowed access to the premises, these charges will still apply.

7.15 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T-22STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T-22STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T-22STATE performed other than on a normally scheduled workday.

7.15.1 If CLEC requests or approves an AT&T-22STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

8.0 Billing

8.1 AT&T-22STATE will provide to CLEC nondiscriminatory access to associated billing information as necessary to allow CLEC to perform billing functions.

8.1.1 The charges for bill data are dependent upon the manner in which such bill data is delivered to CLEC.

8.1.1.1 CLEC agrees to pay the applicable rates set forth in the Pricing Schedule.

9.0 Data Connection Security Requirements

9.1 CLEC agrees to comply with AT&T-22STATE data connection security procedures, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. These procedures are set forth on the AT&TCLEC Online website.

9.2 CLEC agrees that interconnection of CLEC data facilities with AT&T-22STATE data facilities for access to OSS will be in compliance with AT&T-22STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to AT&T-22STATE and available on the AT&T CLEC Online website.

9.3 Joint Security Requirements:

9.3.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.3.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.3.3 CLEC shall immediately notify AT&T-22STATE when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.3.4 The Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.3.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC's or AT&T-22STATE's network. At a minimum, this shall include access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.3.6 The Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.4 Additional Responsibilities of the Parties:

9.4.1 Modem/DSU Maintenance And Use Policy:

9.4.1.1 To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on AT&T-22STATE's premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited in Section 9.2 above.

9.4.2 Monitoring:

9.4.2.1 Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.4.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.4.4 In the event that one (1) Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.4.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.4.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or AT&T-22STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and AT&T-22STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

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

9.5.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.6 below through Section 9.12 below inclusive summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or AT&T-22STATE, respectively, as the providers of the computer, network or information in question.

9.5.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.6 General Policies:

9.6.1 Each Party's resources are for approved this Agreement's business purposes only.

9.6.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.6.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.6.4 Authorized users shall not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.6.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.7 User Identification:

9.7.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.7.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.7.3 User IDs will be revalidated on a monthly basis.

9.8 User Authentication:

9.8.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.8.2 Passwords must not be stored in script files.

9.8.3 Passwords must be entered by the user.

9.8.4 Passwords must be at least six (6) to eight (8) characters in length, not blank or a repeat of the user ID; contain at least one (1) letter, and at least one (1) number or special character must be in a position other than the first or last position. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.8.5 Systems will require users to change their passwords regularly (usually every thirty-one (31) days).

9.8.6 Systems are to be configured to prevent users from reusing the same password for six (6) changes/months.

9.8.7 Personal passwords must not be shared. Any user who has shared his password is responsible for any use made of the password.

9.9 Access and Session Control:

9.9.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.9.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.10 User Authorization:

9.10.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.11 Software and Data Integrity:

9.11.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.11.2 All software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.11.3 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.

9.11.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.12 Monitoring and Audit:

9.12.1 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(n) (AT&T or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such*

monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.12.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10.0 Miscellaneous

10.1 To the extent AT&T-22STATE seeks to recover costs associated with OSS system access and connectivity, AT&T-22STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this Agreement.

10.2 Unless otherwise specified herein, charges for the use of AT&T-22STATE's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the applicable rates set forth in the Pricing Schedule.

10.3 Single Point of Contact:

10.3.1 CLEC will be the single point of contact with AT&T-22STATE for ordering activity for ICA Services used by CLEC to provide services to its End Users, except that AT&T-22STATE may accept a request directly from another CLEC, or AT&T-22STATE, acting with authorization of the affected End User. Pursuant to a request from another carrier, AT&T-22STATE may disconnect any ICA Service being used by CLEC to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T-22STATE will notify CLEC that such a request has been processed but will not be required to notify CLEC in advance of such processing.

10.4 Use of Facilities:

10.4.1 When an End User of CLEC elects to discontinue service and to transfer service to another LEC, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as ICA Services, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

10.5 AT&T-22STATE will provide loss notifications to CLEC. This notification alerts CLEC that a change requested by another Telecommunications provider has/or may result in a change in the Local Service Provider associated with a given telephone number. It will be provided via the ordering GUI and application-to-application interfaces and AT&T's CLEC Online website, as applicable.

11.0 Service Bureau Provider Arrangements for Shared Access to OSS

11.1 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access AT&T-22STATE OSS via a Service Bureau Provider as follows:

11.1.1 CLEC shall be permitted to access AT&T-22STATE application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with AT&T-22STATE to allow Service Bureau Provider to establish access to and use of AT&T-22STATE's OSS.

11.1.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

11.1.3 It shall be the obligation of CLEC to provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. AT&T-22STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides Notice. Additionally, AT&T-22STATE shall have a reasonable transition period to terminate any such connection after Notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

11.2 AT&T-22STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond AT&T-22STATE's control associated with Third Party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to AT&T-22STATE's OSS) which could not be avoided by AT&T-22STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

ATTACHMENT 08 - BONA FIDE REQUEST

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1.0 INTRODUCTION 3
2.0 DEFINITIONS 3
3.0 RESPONSIBILITIES OF THE PARTIES 3

1.0 Introduction

1.1 The Parties agree that CLEC is entitled to order any Section 251 or 251(c)(3) element required to be made available by FCC requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when CLEC makes a request of AT&T-22STATE to provide a new or modified Section 251 or 251(c)(3) element that is not currently offered by AT&T-22STATE but is required to be made available via the Act.

2.0 Definitions

2.1 "BFR" means a Bona Fide Request pursuant to the Act.

2.2 "Complex Request Evaluation Fee" means an Individual Case Basis (ICB) fee to compensate AT&T-22STATE for the extraordinary expenses directly related to the CLEC's BFR which is a complex request that requires the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc.

2.3 "Development Rate" means the estimated cost for AT&T-22STATE to develop the new or modified 251(c)(3) element and other network elements.

3.0 Responsibilities of the Parties

3.1 A BFR shall be submitted by CLEC on the BFR Application Form, located on the AT&T CLEC Online website to their designated AT&T-22STATE Senior Carrier Accounts Manager (SrCAM) and shall specifically identify the requested service date, technical requirements, and/or such other specifications that clearly define the request such that AT&T-22STATE has sufficient information to analyze and prepare a response. Such a request shall also include CLEC's designation of the BFR being pursuant to the Act.

3.1.1 CLEC shall include with its BFR Application Form a "BFR Deposit" to cover preliminary evaluation costs. See Pricing Schedule for the BFR Deposit amount.

3.1.2 If the BFR Deposit amount identified in the Pricing Schedule is not made at the time of the BFR Application, CLEC shall be responsible for all preliminary evaluation costs incurred by AT&T-22STATE to complete the preliminary analysis (regardless of whether such costs are greater or lesser than the BFR Deposit amount in the Pricing Schedule).

3.1.3 If CLEC submits a BFR Deposit with its BFR, and AT&T-22STATE is not able to process the request or determines that the request does not qualify for BFR treatment, then AT&T-22STATE will credit the BFR Deposit amount to the CLEC's account. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the BFR Deposit, the balance of the deposit will, at the option of CLEC, either be credited toward the CLEC's account or credited toward any additional developmental costs authorized by CLEC.

3.2 Within two (2) Business Days of AT&T-22STATE's receipt of a fully complete and valid BFR, AT&T-22STATE shall acknowledge, in writing, its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR to the extent known at that time. Notwithstanding the foregoing, AT&T-22STATE may reasonably request additional information from CLEC at any time during the processing of the BFR.

3.3 For any new or modified Section 251 or 251(c)(3) element required to be unbundled by Act, if AT&T-22STATE determines that the preliminary analysis of the requested BFR is of such complexity that it will cause AT&T-22STATE to expend extraordinary resources to evaluate the BFR, AT&T-22STATE shall notify CLEC within ten (10) Business Days of AT&T-22STATE's receipt of the BFR that a Complex Request Evaluation Fee will be required prior to the preliminary analysis of the BFR being performed by AT&T-22STATE. If CLEC accepts the Complex Request Evaluation Fee proposed by AT&T-22STATE, CLEC shall submit such fee within thirty (30) Business Days of AT&T-22STATE's notice that a Complex Request Evaluation Fee is required. AT&T-22STATE will not be obligated to further process the BFR until such Complex Request Evaluation Fee is received by AT&T-22STATE. Within thirty

(30) Business Days of AT&T-22STATE's receipt of the Complex Request Evaluation Fee, AT&T-22STATE shall respond to CLEC by providing a preliminary analysis.

3.4 If AT&T-22STATE is not required to expend extraordinary resources to evaluate the BFR as described in Section 3.3 above, then within thirty (30) Business Days of AT&T-22STATE's receipt of CLEC's fully complete and valid BFR, AT&T-22STATE shall respond to CLEC by providing a preliminary analysis of the new or modified Section 251 or 251(c)(3) element. The preliminary analysis shall confirm either that AT&T-22STATE will or will not offer the new or modified Section 251 or 251(c)(3) element.

3.5 CLEC may cancel a BFR at any time up until thirty (30) Business Days after receiving AT&T-22STATE's preliminary analysis. If CLEC cancels the BFR within thirty (30) Business Days after receipt of AT&T-22STATE's preliminary analysis, AT&T-22STATE shall be entitled to retain the BFR Deposit or any Complex Request Evaluation Fee, minus those costs that have not been incurred by AT&T-22STATE as of the date of cancellation.

3.6 CLEC will have thirty (30) Business Days from receipt of the preliminary analysis to accept the preliminary analysis. CLEC must provide acceptance of the preliminary analysis in writing and provide the payment of the estimated Development Rate for the new or modified network element quoted in the preliminary analysis. If CLEC fails to respond within this thirty (30) Business Day period, the BFR will be deemed cancelled.

3.7 As soon as feasible, but not more than ninety (90) calendar days after AT&T-22STATE's receipt of CLEC's written acceptance of the preliminary analysis and payment of the estimated Development Rate, AT&T-22STATE shall provide to CLEC a firm price quote. The firm price quote will include any additional Development Rates, the nonrecurring rate and the recurring rate, and a detailed implementation plan. The firm nonrecurring rate will not include any of the Development Rate or the Complex Request Evaluation Fee, if required, in the calculation of this rate.

3.8 CLEC shall have thirty (30) Business Days from receipt of the firm price quote to accept or deny the firm price quote in writing and submit any additional Development Rates or nonrecurring rates quoted in the firm price quote. If AT&T-22STATE does not receive Notice of any of the foregoing within such thirty (30) Business Day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse AT&T-22STATE for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by AT&T-22STATE).

3.9 Unless CLEC agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.

3.10 If CLEC believes that AT&T-22STATE's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.

3.11 Upon agreement to the rates, terms and conditions of the BFR, an amendment to this Agreement may be required and the Parties shall negotiate such amendment in good faith.

ATTACHMENT 09 - PERFORMANCE MEASUREMENTS

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1.0 GENERAL PROVISIONS 3
2.0 REGION-SPECIFIC PROVISIONS 3

1.0 General Provisions

1.1 The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&T-22STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and in the case of Connecticut, state tariffs, and within this Agreement.

1.2 AT&T-22STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plan(s), the Plan(s)) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. The Parties agree that CLEC may not use the existence of such Plans as evidence that AT&T-22STATE has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. AT&T-22STATE's conduct underlying its performance, and the performance data provided under the Performance Measurements Plans, however, are not made inadmissible by these terms. AT&T-22STATE's performance as measured by these plans may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.3 Nothing herein shall be interpreted to be a waiver of AT&T-22STATE's right to argue and contend in any forum, in the future, that Sections 251 and 252 of the Telecommunications Act of 1996 do not impose any duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages or remedy plan.

2.0 Region-Specific Provisions

2.1 AT&T MIDWEST REGION 5-STATE Requirements:

2.1.1 Except as otherwise provided herein, the Performance Measurements in the Performance Measurements Plans most recently adopted or ordered, in a generic/non-CLEC specific proceeding, by the Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Modifications and/or deletions to Performance Measurements in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement in Michigan, these measurements will be effective with the first full month of performance after Commission approval of the measurements.

2.1.2 The Performance Measurements Plans may include a remedy plan providing liquidated damages payments where such a plan was also approved by the Commission in a generic/non-CLEC specific proceeding. Any subsequent Commission-ordered additions, modifications and/or deletions to the remedies provisions of the Performance Measurements Plans, in that proceeding or any successor proceeding, to which no participating party has objected, shall be automatically incorporated into this Agreement by reference in the month indicated by the Commission's order. The list of proceedings, by state, in which a Performance Measurements (Remedy) Plan has been adopted or ordered, is included in Section 2.1.3 below. For the purpose of this Agreement, in Michigan, the Remedy Plan will be effective with the first full month of performance after Commission approval of the Remedy Plan.

2.1.3 Proceedings, by state, in which a Performance Measurements Plan has been adopted or ordered by the respective Commission under the specific authority identified herein, or under any successor authority or docket, shall be the effective plan under this Agreement. Currently, such dockets are as follows:

2.1.3.1 Illinois – 83 IL. Administrative Code Part 731

2.1.3.2 Indiana – Cause No. 41657

2.1.3.3 Michigan – Case No. U-11830

2.1.3.4 Ohio – Case No. 00-942-TP-COI

2.1.3.5 Wisconsin – Docket No. 6720-TI-198 (Performance Measurements only)

2.1.3.6 Wisconsin – AT&T Midwest Remedy Plan as approved by the Commission in CLEC-specific ICA.

2.2 Provisions of this Performance Measurements Attachment will terminate in accordance with Section 6.5 (Section 6.6 for Illinois and Michigan) of the AT&T MIDWEST REGION 5-STATE Remedy Plan.

2.3 AT&T SOUTHEAST REGION 9-STATE Requirements:

2.3.1 Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation by AT&T SOUTHEAST REGION 9-STATE pursuant to Commission order.

2.4 AT&T CONNECTICUT Requirements:

2.4.1 The Performance Measurements Plan for Connecticut posted on the AT&T Performance Measures Web Site shall be incorporated into this Agreement by reference as if fully set forth herein.

2.5 AT&T SOUTHWEST REGION 5-STATE Requirements:

2.5.1 The Performance Measurements Plans most recently approved, adopted or ordered by the respective Commission in the state 271 successor Agreement (X2A) proceedings are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents), to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission order.

2.6 AT&T CALIFORNIA Requirements:

2.6.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the California Public Commission in Decision No. 99-08-020 (dated August 5, 1999 and subsequent modifying decisions) in Docket No. R. 97-10-016/I. 97-10-017 (filed October 9, 1997) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

2.7 AT&T NEVADA Requirements:

2.7.1 Except as otherwise provided herein, the Performance Measurements Plan ordered/approved by the Nevada Public Utilities Commission in Docket 06-01039 (approved August 29, 2006) is incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plan (and its supporting documents) in that proceeding or any successor proceeding, to which the Parties have agreed, shall be automatically incorporated into this Agreement by reference in the first full month following the effective date of the Commission's order.

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

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1.0 INTRODUCTION 3

2.0 DEFINITIONS 3

3.0 GENERAL PROVISIONS 3

4.0 RESPONSIBILITIES OF THE PARTIES 4

5.0 LIMITATION OF LIABILITY 4

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions under which AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-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 AT&T SOUTHEAST REGION 9-STATE and messages which originate from AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-STATE and bill to CLEC. NICS messages must originate and bill within the same AT&T-Owned ILEC across the fourteen (14) individual states which make up these two regions.

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 and AT&T SOUTHEAST REGION 9-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 and AT&T SOUTHEAST REGION 9-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 and AT&T SOUTHEAST REGION 9-STATE within the same AT&T MIDWEST REGION 5-STATE and AT&T SOUTHEAST REGION 9-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 AT&T SOUTHEAST REGION 9-STATE will also collect the revenue earned by CLEC within the AT&T SOUTHEAST REGION 9-STATE territory from another LEC also within the AT&T SOUTHEAST REGION 9-STATE where the messages are billed, less a per message billing and collection fee indicated in the Pricing Schedule, on behalf of CLEC. AT&T SOUTHEAST REGION 9-STATE will remit the revenue billed by CLEC within region to the LEC also within region, where the messages originated, less a per message billing and collection fee indicated in the Pricing Schedule. These two amounts will be netted together by AT&T SOUTHEAST REGION 9-STATE and the resulting charge or credit issued to CLEC via a monthly invoice in arrears.

3.3 NICS does not extend to 900 or 976 calls or to other pay per call services.

3.4 The Telcordia Technologies NICS report is the source for revenue to be settled between AT&T MIDWEST REGION 5-STATE, AT&T SOUTHEAST REGION 9-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

3.5 This Attachment does not cover calls originating and billing within a state outside of AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-STATE.

3.6 NICS does not include any interLATA and/or intraLATA long distance charges assessed by an Interexchange Carrier (IXC).

3.7 The Party billing the End User shall be responsible for all uncollectible amounts.

3.8 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 and/or AT&T SOUTHEAST REGION 9-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 and/or AT&T SOUTHEAST REGION 9-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 and/or AT&T SOUTHEAST REGION 9-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 and/or AT&T SOUTHEAST REGION 9-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 and/or AT&T SOUTHEAST REGION 9-STATE. Any losses or damage for which AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-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 and/or AT&T SOUTHEAST REGION 9-STATE per CLEC's existing tariff for the services provided hereunder during the period beginning at the time AT&T MIDWEST REGION 5-STATE and/or AT&T SOUTHEAST REGION 9-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 and/or AT&TSOUTHEAST REGION 9-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.

ATTACHMENT 11 - DAILY USAGE FILE

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1.0 INTRODUCTION 3
2.0 GENERAL PROVISIONS 3

1.0 Introduction

1.1 Upon written request from CLEC, AT&T-22STATE will provide CLEC a Daily Usage File (DUF) for services provided hereunder. A DUF will be provided by AT&T-22STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each service to the extent that similar usage sensitive information is provided to retail End Users of AT&T-22STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-22STATE in connection with service provided by AT&T-22STATE, and (iii) operator handled calls provided by AT&T-22STATE. Procedures and processes for implementing the interfaces with AT&T-22STATE will be included in implementation requirements documentation.

2.0 General Provisions

2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.

2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC must provide to AT&T-22STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.

2.3 AT&T-22STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF), "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message." There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.

2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-22STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.

2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-22STATE for billing, which would otherwise be processed by AT&T-22STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-22STATE records the message.

2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-22STATE to provide operator services, upon written request from CLEC, AT&T-22STATE will provide CLEC a DUF for operator handled calls handled by AT&T-22STATE.

ATTACHMENT 12 - COLLOCATION

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-22STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-22STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.

1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-22STATE property for the purposes set forth in Section 1.1.

1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-22STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-22STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-22STATE's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.

1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.

1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-22STATE Premises pursuant to this Attachment.

1.6 This Attachment is only applicable to AT&T-22STATE Premises owned or controlled by AT&T-22STATE.

1.7 Scope:

1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-22STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.

1.7.2 AT&T-22STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.

1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-22STATE Approved Installation Supplier (AIS).

1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-22STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-22STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.

1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-22STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-22STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-22STATE's property in accordance with this Attachment.

1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-22STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-22STATE at the direction of the Collocator.

1.8 Billing Conversions:

1.8.1 Billing Conversions on previously provided Collocation under tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation section of the Pricing Schedule attached. AT&T-22STATE will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.

1.8.2 Prospective Effect:

1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2.0 Definitions

2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on AT&T-22STATE property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.

2.2 "AT&T-22STATE Premises" means all buildings falling under the FCC's definition of "premises", including AT&T-22STATE ILEC Central Offices (COs) and Remote Terminals.

2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.

2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under tariff to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.

2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only: means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.

2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and AT&T-22STATE.

2.7 "Collocator" is the CLEC who places Telecommunications Equipment on AT&T-22STATE's Premises, within designated Collocation areas, for the sole purpose of Interconnecting with AT&T-22STATE and/or accessing AT&T-22STATE's 251(c)(3) UNEs for the purpose described in this Attachment.

2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on AT&T-22STATE Premise.

2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on AT&T-22STATE Premise.

2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.

2.9 "Cross-Connect" means a service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).

2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.

2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.

2.12 "Delivery Date" (Also known as Space Ready Date) means the date on which AT&T-22STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-22STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.

2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-22STATE Eligible Structure.

2.14 "Effective Billing Date" means the date AT&T-22STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.

2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-22STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.

2.16 "Eligible Structure" means AT&T-22STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-22STATE that house its network facilities, and all structures that house AT&T-22STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.

2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-22STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-22STATE.

2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).

2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.

2.20 "Infrastructure Systems" means the structural components, such as: floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.

2.21 "AT&T-22STATE Approved Installation Supplier (AT&T-22STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-22STATE and for Collocators in AT&T-22STATE Eligible Structures.

2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-22STATE AIS Tier 1) - These suppliers are approved by AT&T-22STATE to perform CO installation work for AT&T-22STATE and for Virtual Collocators in AT&T-22STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-22STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.

2.21.2 AT&T-22STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-22STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO.

This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).

2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-22STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.

2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.

2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.

2.25 "Physical Collocation" means space that is provided by AT&T-22STATE to Collocator for the purpose of interconnecting to AT&T-22STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-22STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. §251(c)(3) of the Act.

2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), Huts, Terminals and Cabinets and other AT&T-22STATE owned or controlled premises containing AT&T-22STATE network facilities where adequate space is available and Collocation is Technically Feasible.

2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.

2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.

2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.

2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under section 251(c)(2) with AT&T-22STATE's network or access to 251(c)(3) UNEs of AT&T-22STATE's network.

2.31 "Unused Space" means any space (i) existing in AT&T-22STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-22STATE or any Third Party, (iii) that is not occupied by AT&T-22STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-22STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-22STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-22STATE's warranty on proximate.

2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-22STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-22STATE's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. §251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-

22STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-22STATE at the direction of the Collocator.

3.0 GENERAL

3.1 Certification:

3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space. AT&T-22STATE shall not refuse to process an Application for Collocation space and shall not refuse to provision the Collocation space submitted by a Telecommunications Carrier while that Telecommunications Carrier's state certification is pending or prior to a final approved Interconnection Agreement.

3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-22STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.

3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-22STATE retail services.

3.4 Hazardous Waste and Materials:

3.4.1 The Collocator and its AT&T-22STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-22STATE AIS shall adhere to all AT&T-22STATE requirements and shall coordinate with the AT&T-22STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.

3.5 Safety:

3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-22STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-22STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-22STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-22STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.

3.6 Americans with Disability Act (ADA):

3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.

3.6.2 If AT&T-22STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-22STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.

3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.

3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&C's of this Agreement.

3.9 AT&T-22STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.

3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-22STATE vehicles and which are designated as reserved.

3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.

3.12 Contact Numbers:

3.12.1 AT&T-22STATE is responsible for providing the Collocator personnel a contact number for AT&T-22STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-22STATE's Interconnector's Collocation Services Handbook.

3.12.2 The Collocator is responsible for providing to AT&T-22STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-22STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.

3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.

3.13 Right-to-Use; Multiple Dedicated Spaces:

3.13.1 In accordance with this Attachment, AT&T-22STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

3.14 Trouble Status Reports:

3.14.1 AT&T-22STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-22STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-22STATE.

3.15 Service Coordination:

3.15.1 Collocator is responsible for coordinating with its AT&T-22STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.

3.16 Access to the MDF:

3.16.1 AT&T-22STATE will not provide Collocator's personnel with direct access to AT&T-22STATE's MDF, with the exception of the Collocator's hired AT&T-22STATE's AIS Tier 1.

3.17 Equipment List:

3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment." The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-22STATE, which consent shall not be unreasonably withheld.

3.17.2 AT&T-22STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-22STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment," and thus does not mean that the equipment may be collocated.

3.17.3 Subsequent Requests to Place Equipment:

3.17.3.1 The Collocator shall furnish to AT&T-22STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-22STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment." Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

3.18.1 Any network equipment placed in AT&T-22STATE network equipment areas of Eligible Structures by AT&T-22STATE or Collocator must meet AT&T-22STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-22STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-22STATE and its contractors.

3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-22STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.

3.18.3 In the event that AT&T-22STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-22STATE will provide a list of AT&T-22STATE telecommunications equipment which AT&T-22STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-22STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Collocator's written request.

3.18.4 In the event AT&T-22STATE believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.

3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-22STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-22STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-22STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.

3.20.2 AT&T-22STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.

3.20.3 Limitations:

3.20.3.1 AT&T-22STATE is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, AT&T-22STATE would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, AT&T-22STATE will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to AT&T-22STATE, its Affiliates or other Parties to which it provides interconnection.

3.21 Dedicated Space Use and Access:

3.21.1 AT&T-22STATE voluntarily allows Collocator via the AT&T-22STATE AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if AT&T-22STATE and Collocator mutually agree to such placement, in AT&T-22STATE's Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.

3.21.2 AT&T-22STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-22STATE will provide the necessary backup power to help protect against power outages.

3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on AT&T-22STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.

3.21.5 Physical Collocation: AT&T-22STATE will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-22STATE will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and AT&T-22STATE AISs with AT&T-22STATE's policies and practices pertaining to fire, safety and security (e.g. the Collocator must comply with 4.10 below of this Attachment).

3.22 Pre-visits for Physical Collocation Only:

3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-22STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-22STATE or the Physical Collocator has not yet submitted an access request form to AT&T-22STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-22STATE security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-22STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-22STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-22STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-22STATE AIS requires access to the entrance manhole. AT&T-22STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-22STATE AIS or Guest(s) fails to show up for the scheduled escort appointment.. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-22STATE site-specific drawings or make any notations.

3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-22STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.

3.22.3 AT&T-22STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-22STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-22STATE AIS.

3.22.4 Upkeep of Physical Collocation Arrangement:

3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

3.23 Security Cards for Physical Collocation:

3.23.1 The Physical Collocator's employees and AT&T-22STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide AT&T-22STATE with notice at the time of dispatch of its own employee or AT&T-22STATE AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.

3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-22STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The

Physical Collocator must submit to AT&T-22STATE the completed form for all employees and AIS requiring access to AT&T-22STATE's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.

3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-22STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-22STATE will issue them as soon as reasonably practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

3.23.3 Any access key/cards and/or ID cards provided by AT&T-22STATE to the Physical Collocator for its employees and AT&T-22STATE AIS may not be duplicated under any circumstances.

3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and AT&T-22STATE AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and AT&T-22STATE AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific AT&T-22STATE Premises.

3.23.5 Lost or Stolen Access Devices:

3.23.5.1 The Physical Collocator shall immediately notify AT&T-22STATE in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for AT&T-22STATE to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and AT&T-22STATE AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).

3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.

3.23.7 Threat to Personnel, Network or Facilities:

3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-22STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

3.24 Interference or Impairment:

3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.

3.25 Personal Property and Its Removal:

3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-22STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, AT&T-22STATE AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.

3.26 Alterations:

3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T-22STATE Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of AT&T-22STATE, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.

3.27 Maintenance:

3.27.1 AT&T-22STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.

3.27.2 AT&T-22STATE shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.

3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein AT&T-22STATE maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. AT&T-22STATE may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available.

3.28 Equipment Staging and Storage:

3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

3.29 AT&T-22STATE AIS Requirements:

3.29.1 Collocator shall select a supplier which has been approved as an AT&T-22STATE AIS to perform all engineering and installation work. The Collocator's AT&T-22STATE AIS must follow and comply with all of AT&T-22STATE's specifications and the following AT&T-22STATE Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the AT&T-22STATE AIS has met the requirements for all of the required work activities, Collocator must use the applicable AT&T-22STATE AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of AT&T-22STATE AIS is available on AT&T CLEC Online website. The Collocator's AT&T-22STATE AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying AT&T-22STATE's equipment engineers and Collocator upon successful completion of the installation and any associated work. When an AT&T-22STATE AIS is used by Collocator, the AT&T-22STATE AIS shall bill Collocator directly for all work performed for Collocator. AT&T-22STATE shall have no liability for or responsibility to pay, such charges imposed by Collocator's AT&T-22STATE AIS. AT&T-22STATE shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

3.30 Construction Notification:

3.30.1 AT&T-22STATE will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. AT&T-22STATE will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction

activity. AT&T-22STATE will inform the Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-22STATE or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

3.31 Eligible Structure List:

3.31.1 AT&T-22STATE shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-22STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

3.31.2 AT&T-22STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. AT&T-22STATE shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.

3.32 Legitimately Exhausted:

3.32.1 Before AT&T-22STATE may make a determination that space in an Eligible Structure is Legitimately Exhausted, AT&T-22STATE must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in AT&T-22STATE's response to a Collocator's application or in provisioning Collocation arrangements. AT&T-22STATE may reserve space for transport equipment for the current year plus two (2) years. Additionally, AT&T-22STATE may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of AT&T-22STATE or for future use by AT&T-22STATE or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. AT&T-22STATE may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.

3.33 AT&T-22STATE's Right of Access:

3.33.1 AT&T-22STATE, its employees, and other AT&T-22STATE authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-22STATE hereunder, and for any other purpose deemed reasonable by AT&T-22STATE.

3.33.2 AT&T-22STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of AT&T-22STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-22STATE will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

3.34 Physical Collocator's Equipment, Facilities & Responsibilities:

3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:

3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.34.1.2 Its equipment;

3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and AT&T-22STATE's designated demarcation;

3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and AT&T-22STATE's designated power source;

3.34.1.5 Required point of termination cross connects in the Dedicated Space;

3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;

3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).

3.34.2 AT&T-22STATE neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.

3.35 Virtual Collocator Equipment, Facilities & Responsibilities:

3.35.1 The Virtual Collocator's AT&T-22STATE AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under section 251(c)(2) or access to AT&T-22STATE's 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by AT&T-22STATE. The Collocator will, at its expense, provide the following:

3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;

3.35.1.2 Its equipment;

3.35.1.3 Interconnection facilities between the Collocator's equipment area and AT&T-22STATE's designated demarcation;

3.35.1.4 DC power delivery cabling between the Collocator's equipment and AT&T-22STATE's designated power source;

3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);

3.35.1.6 All unique tools and test equipment;

3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;

3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;

3.35.1.9 All training as described in Section 4.11.3 below.

3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on AT&T-22STATE property. Suitable replacements are to be immediately provided to AT&T-22STATE to restore equipment.

3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to AT&T-22STATE CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.

3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

4.0 Limitation of Liability

4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.

4.1.1 Both AT&T-22STATE and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.

4.2 Third Parties: The Parties acknowledge the following: that AT&T-22STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

4.3 In addition to any other applicable limitation, neither AT&T-22STATE nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either AT&T-22STATE or the Collocator or its agents or employees.

4.4 The CLEC will be responsible for any and all damages resulting from any harm to AT&T-22STATE's or other CLEC's premises, or any outage in AT&T-22STATE's or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance , or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.

4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.

4.6 Insurance:

4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.

4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-22STATE will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes AT&T-22STATE, and AT&T-22STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-22STATE will invoice Collocator for the costs incurred to so acquire insurance.

4.6.3 The Collocator shall also require all AT&T-22STATE AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.

4.7 Self-Insured:

4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.

4.8 Indemnification of AT&T-22STATE:

4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.

4.9 Casualty Loss:

4.9.1 Damage to Collocation Space:

4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's AT&T-22STATE AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenantable in whole or in part, AT&T-22STATE shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction

can be repaired within ninety (90) Business Days, AT&T-22STATE has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or AT&T-22STATE opts not to rebuild, then AT&T-22STATE shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, AT&T-22STATE must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

4.9.1.2 Any obligation on the part of AT&T-22STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-22STATE.

4.10 Damage to Eligible Structure:

4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-22STATE's opinion be advisable, AT&T-22STATE, at its option, may terminate services provided via this Attachment. AT&T-22STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

4.11.1 AT&T-22STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-22STATE may use security measures expressly allowed by the FCC. In addition, AT&T-22STATE may impose security arrangements as stringent as the security arrangements AT&T-22STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-22STATE may impose the more stringent requirements. AT&T-22STATE will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-22STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.

4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-22STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

4.11.3 Collocator shall provide its employees and/or the AT&T-22STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-22STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-22STATE reserves the right to remove from an AT&T-22STATE Premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-22STATE's policies as outlined in the CLEC Security Training documents.

4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-22STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-22STATE's own employees and authorized contractors must undergo. AT&T-22STATE will not, however, require Collocator to receive security training from AT&T-22STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.

4.11.3.2 Collocator and AT&T-22STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-22STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-22STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-22STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-22STATE property:

4.11.3.2.1 Theft or destruction of AT&T-22STATE's or Collocator's property;

4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-22STATE property;

4.11.3.2.3 Threats or violent acts against other persons on AT&T-22STATE property;

4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-22STATE property;

4.11.3.2.5 Permitting unauthorized persons access to AT&T-22STATE or Collocator's equipment on AT&T-22STATE property; and

4.11.3.2.6 Carrying a weapon on AT&T-22STATE property

4.11.3.3 In addition, AT&T-22STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-22STATE Premises or involving AT&T-22STATE's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-22STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-22STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-22STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-22STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-22STATE or the Collocator.

4.11.3.4 AT&T-22STATE may use reasonable security measures to protect its equipment. In the event AT&T-22STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-22STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-22STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-22STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-22STATE's equipment at the time the price quote is given.

4.11.3.4.1 AT&T-22STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-22STATE's equipment. AT&T-22STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-22STATE's space. To the extent that AT&T-22STATE is required to install additional security measures within its interior security partition because a CLEC

has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-22STATE's expense.

4.11.3.4.2 AT&T-22STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-22STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

5.0 Collocation Space

5.1 Use of Collocation Space:

5.1.1 Nature of Use – Equipment Permitted to be Collocated

5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining Interconnection with AT&T-22STATE at a level equal in quality to that which AT&T-22STATE obtains within its own network or AT&T-22STATE provides to an Affiliate, subsidiary, or other Party.

5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.

5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.

5.1.1.4 AT&T-22STATE will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, AT&T-22STATE may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to AT&T-22STATE in a timely manner.

5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-22STATE's property.

5.2 Demarcation Point - AT&T-22STATE

5.2.1 AT&T-22STATE will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and AT&T-22STATE's network facilities. For DS0, DS1, DS3 and fiber terminations, AT&T-22STATE shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an AT&T-22STATE AIS Tier 1 to installing their interconnection cabling to the AT&T-22STATE designated demarcation point .

5.2.2 The Physical Collocator or its AT&T-22STATE AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

5.2.3 The Virtual Collocator via its AT&T-22STATE AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own

Collocation Space to activate service requests. AT&T-22STATE will maintain the Virtual Collocation arrangement.

5.3 Types of Available Physical Collocation Arrangements:

5.3.1 AT&T-22STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC On-line Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.

5.3.2 Caged Physical Collocation:

5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-22STATE within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, AT&T-22STATE will not provide the Physical Collocator with direct access to AT&T-22STATE's MDF, with the exception of the AT&T-22STATE's AIS Tier 1.

5.3.2.2 AT&T-22STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an AT&T-22STATE Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by AT&T-22STATE in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 AT&T-22STATE will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the AT&T-22STATE Premises is located within a leased space and AT&T-22STATE is prohibited by said lease from offering such an option to the Physical Collocator. AT&T-22STATE shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between AT&T-22STATE and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between AT&T-22STATE and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to AT&T-22STATE for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to AT&T-22STATE for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to AT&T-22STATE to request the provisioning of interconnecting facilities between AT&T-22STATE and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with AT&T-22STATE.

5.3.5 Cageless Collocation:

5.3.5.1 AT&T-22STATE will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. AT&T-22STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-22STATE's equipment as needed.

5.3.5.2 AT&T-22STATE shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.

5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), AT&T-22STATE shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

5.4 Adjacent On-Site Collocation:

5.4.1 Where Physical Collocation space within the AT&T-22STATE CO is Legitimately Exhausted AT&T-22STATE will permit the Physical Collocator to Physically Collocate on AT&T-22STATE's property in the Physical Collocator's adjacent structures similar to structures that AT&T-22STATE uses to house Telecommunication Equipment, to the extent Technically Feasible.

5.4.2 AT&T-22STATE and CLEC will mutually agree on the location of the designated space on AT&T-22STATE premises where the Adjacent Structure will be placed. AT&T-22STATE will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.

5.4.3 AT&T-22STATE will offer the following increments of power to the Adjacent Structure:

5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or

5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.

5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.

5.4.5 AT&T-22STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.

5.4.6 AT&T-22STATE shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's AT&T-22STATE AIS. Accordingly, AT&T-22STATE will not provide the Physical Collocator's personnel or agents with direct access to AT&T-22STATE's MDF, with the exception of the AT&T-22STATE's AIS Tier 1.

5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.

5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and AT&T-22STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.

5.4.9 In the event that interior space in an Eligible Structure becomes available, AT&T-22STATE will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.

5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an AT&T-22STATE Eligible Structure, AT&T-22STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have AT&T-22STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.

5.4.11 Adjacent On-site Planning Fee

5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and AT&T-22STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

5.5 Virtual Collocation:

5.5.1 Virtual Collocation for the purpose of Interconnection under section 251(c)(2) to AT&T-22STATE or access to AT&T-22STATE provided 251(c)(3) UNEs is ordered as set forth in AT&T-22-STATE's Interconnector's Collocation Services Handbook for Virtual Collocation. AT&T-22STATE will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. AT&T-22STATE will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

6.0 Reports

6.1 Space Availability Report:

6.1.1 CLEC may request a space availability report prior to its application for Collocation space within AT&T-22STATE's Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-22STATE is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on

the AT&T CLEC Online website. A space availability report does not reserve space at the AT&T-22STATE Premises for which the space availability report was requested by CLEC.

6.1.2 Fees for such reports are shown in the Pricing Schedule.

7.0 Application Process

7.1 AT&T-22STATE will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and AT&T-22STATE will follow the Collocation Application ("Application") process in the AT&T-22STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via AT&T-22STATE's CLEC Online website and will pay AT&T-22STATE an initial Planning/Application Fee as found in the Pricing Schedule.

7.1.1 Application for Multiple Methods of Collocation:

7.1.1.1 A Collocator wishing AT&T-22STATE to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-22STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-22STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

7.2 Complete and Accurate Application Review Process:

7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-22STATE will begin development of the quotation.

7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-22STATE shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-22STATE will not select for Collocator the type of Collocation to be ordered.

7.2.3 All applicable NRCs are required to be paid to AT&T-22STATE prior to the Collocation space being turned over to the Collocator. AT&T-13STATE processes the payment of the aforementioned NRCs in two installments: 50% of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-13STATE with the remaining 50% payment due two weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

7.3 Space Unavailability Determination and Resolution:

7.3.1 In responding to an Application request if space is not available, AT&T-22STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-22STATE knows when additional Collocation space may become available at the AT&T-22STATE CO requested by Collocator such information will be provided to Collocator in AT&T-22-STATE's written denial of Collocation Space. AT&T-22STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.

7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-22STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the

reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-22STATE will bill the applicable Application/ Planning fee.

7.3.3 In the event of a denial, AT&T-22STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-22STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:

7.3.3.1 central office common language location identifier (CLLI),

7.3.3.2 the identity of the requesting Collocator,

7.3.3.3 amount of space requested by the Collocator

7.3.3.4 the total amount of space at the AT&T-22STATE premises

7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook)

7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines, if any,

7.3.3.7 CO rearrangement/expansion plans, if any,

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

7.3.4 In the event AT&T-22STATE denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-22STATE's designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-22STATE representative and the representative the Collocator, who will participate in the tour.

7.3.6 AT&T-22STATE will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. AT&T-22STATE's representative will accompany and supervise the Collocator agent on the inspection tour.

7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise AT&T-22STATE. The Collocator and AT&T-22STATE shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and AT&T-22STATE reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-22STATE to justify the basis for any denial of collocation requests.

7.4 Revisions:

7.4.1 If a modification or revision is made to any information in the Application after AT&T-22STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. AT&T-22STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-22STATE.

7.4.2 Once AT&T-22STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-22STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

7.5 Augments:

7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.

7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, AT&T-22STATE will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, AT&T-22STATE shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

7.5.3 Several types of Augments are identified in the Collocation section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:

7.5.3.1 100 Copper cable pair connections

7.5.3.2 28 DS1 connections and/or

7.5.3.3 1 DS3 connections and/or

7.5.3.4 24 fiber connections

7.6 For all Augments other than provided above, AT&T-22STATE will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in AT&T-22STATE's Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

7.7.1 CLEC shall consult the AT&T CLEC On-Line Handbook for information regarding interval changes regarding Interconnection to and /or Power Cabling changes. CLEC must use an AT&T-22STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

8.0 Augment Application

8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-22STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-22STATE shall determine what modifications, if any, to the AT&T-22STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-22STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

9.0 Cancellation Prior to Due Date

9.1 In the event that the Collocator cancels its Collocation Application after AT&T-22STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-22STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-22STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-22STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

10.0 Occupancy – Physical Collocation Only

10.1 Unless there are unusual circumstances, AT&T-22STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-22STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-

22STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.

10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-22STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-22STATE. The agreed upon exceptions shall be corrected by AT&T-22STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-22STATE's expense. AT&T-22STATE will then establish a new Space Ready Date.

10.3 Upon completion of corrections described in Section 10.2, AT&T-22STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within 15 calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.

10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, AT&T-22STATE shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-22STATE is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.

10.5 If the Physical Collocator cancels or abandons its Collocation space in any of AT&T-22STATE COs before AT&T-22STATE has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.

10.6 The Physical Collocator shall notify AT&T-22STATE in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and Interconnected when it is connected to either AT&T-22STATE's network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for Interconnection with AT&T-22STATE's network or to obtain access to AT&T-22STATE's 251(c)(3) UNEs. For the purpose of this Attachment, AT&T-22STATE may refuse to accept any orders for cross-connects until it has received such notice from Physical the Collocator.

10.7 Early Space Acceptance:

10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.

10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to AT&T-22STATE's network pursuant to Section 251(c)(2) or used to obtain access to AT&T-22STATE 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that AT&T-22STATE has completed its work as required by the complete and accurate Collocation Application.

10.8 Reclamation of Dedicated Space:

10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with AT&T-22STATE to obtain access to AT&T-22STATE 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then AT&T-22STATE has the right to reclaim the Dedicated Space. AT&T-22STATE will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with AT&T-22STATE or obtain access to AT&T-22STATE 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

10.8.2 If the Physical Collocator causes AT&T-22STATE to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay AT&T-22STATE the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.

11.0 Efficiently Used

11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator establishes to AT&T-22STATE's satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that AT&T-22STATE holds Unused Space for future use.

11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g. DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-22STATE.

12.0 Relocation

12.1 AT&T-22STATE Requested Relocation:

12.1.1 When AT&T-22STATE determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, AT&T-22STATE will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.

12.1.2 If the relocation occurs for reasons other than an emergency, AT&T-22STATE will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.

12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space . The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.

12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-22STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in AT&T-22STATE's reasonable discretion.

12.1.5 A Collocator's presence in AT&T-22STATE COs or adjacent space Collocation structures must not prevent AT&T-22STATE from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

12.2 CLEC Requested Relocation:

12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, AT&T-22STATE shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.

12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.

12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

12.3 Virtual to Physical Relocation:

12.3.1 In the event Physical Collocation space was previously denied in an AT&T-22STATE CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available, Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

12.3.2 Collocator must arrange with a AT&T-22STATE AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

13.0 Complete Space Discontinuance

13.1 Collocator Requested Termination of the Collocation Space:

13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).

13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by AT&T-22STATE (see Space Reassignment section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.

13.1.3 Upon termination the Collocation Space will revert back to AT&T-22STATE's space inventory.

13.1.4 The Collocator shall return the Collocation space to AT&T-22STATE in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.

13.1.5 Collocator's AT&T-22STATE AIS shall be responsible for informing AT&T-22STATE personnel of any required updates and/or changes to AT&T-22STATE's records that are required in accordance with AT&T-22STATE's TP specifications.

13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.

13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by AT&T-22STATE at the expense of the Collocator.

13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space

13.1.9 The Virtual Collocator will work cooperatively with AT&T-22STATE to remove the Collocator's equipment and facilities via use of AT&T-22STATE AIS from AT&T-22STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. AT&T-22STATE is not responsible for and will not guarantee the condition of such equipment removed by any Party.

13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.

13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, AT&T-22STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when AT&T-22STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of AT&T-22STATE. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:

13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with AT&T-22STATE.

13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date AT&T-22STATE turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. AT&T-22STATE's obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date AT&T-22STATE makes available the Collocation Arrangement to the Collocator Assignee.

13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.

13.2.1.4 Collocator Assignee will defend and indemnify AT&T-22STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person,

entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.

13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-22STATE equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold AT&T-22STATE harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-AT&T-22STATE equipment and other items.

13.2.3 AT&T-22STATE in its response to the Application will provide a price quote. Collocator Assignee must pay one-hundred percent (100%) of all NRCs in the price quote before AT&T-22STATE begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, AT&T-22STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-22STATE and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.

13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.

13.2.5 Collocator Assignee assumes each Collocation Arrangement "as is" which means that AT&T-22STATE will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee's ICA).

13.3 Interconnection Termination Reduction:

13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.

13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. AT&T-22STATE will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the AT&T-22STATE rack level. Collocator must use the AT&T-22STATE AIS for this procedure and AT&T-22STATE AIS must follow the appropriate TP found on AT&T CLEC Online website.

14.0 Fiber Optic Cable and Demarcation Point

14.1 Fiber Optic Cable Entrance Facilities:

14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.

14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by AT&T-22STATE, and leaving sufficient length of the cable in the manhole for AT&T-22STATE to fully extend the Collocator-provided facilities to the designated point in the cable vault.

14.1.2.1 The Physical Collocator's AT&T-22STATE AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.

14.1.2.2 For a Virtual Collocation arrangement AT&T-22STATE will splice the Collocator provided entrance fiber to an AT&T-22STATE fiber cable terminated on AT&T-22STATE's Fiber distribution frame.

14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying AT&T-22STATE, no later than fifteen (15) calendar days prior to the end of the 120 calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.

14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the AT&T-22STATE designated splice point for Virtual. In addition, AT&T-22STATE requires this fiber to be yellow or black with yellow striped sheath.

14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.

14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to AT&T-22STATE or the Commission that use of such cable will not impair AT&T-22STATE's ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).

14.6 AT&T-22STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where AT&T-22STATE has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible.. Where such dual points of entry are not available, when AT&T-22STATE performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator's request under this Section. The Collocator and AT&T-22STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-22STATE and the Collocator(s).

14.7 AT&T-22STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-22STATE also has access to more than two such entry points. Where AT&T-22STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-22STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-22STATE and the Collocator(s).

15.0 Entrance Facility Conduit to Vault, Per Cable Sheath

15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC On-Line Handbook.

16.0 Virtual Collocation – Cooperative Responsibilities

16.1 The Virtual Collocator will work cooperatively with AT&T-22STATE to develop implementation plans including timelines associated with:

16.1.1 Placement of Collocator's fiber into the CO vault,

16.1.2 Location and completion of all splicing,

16.1.3 Completion of installation of equipment and facilities,

16.1.4 Removal of above facilities and equipment,

16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-22STATE on anticipated additional Virtual Collocation requirements,

16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-22STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-22STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-22STATE personnel are properly trained on Collocator equipment.

16.2 Installation of Virtual Collocation Equipment:

16.2.1 AT&T-22STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

16.2.2 AT&T-22STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.

16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by a AT&T-22STATE AIS.

16.2.4 The Collocator and AT&T-22STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-22STATE will cooperatively test the collocated equipment and facilities with the Collocator.

16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:

16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-22STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-22STATE COs and AT&T-22STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-22STATE on the Collocator's facilities and equipment.

16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-22STATE with the location and identification of the equipment and a detailed description of the trouble.

16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-22STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

16.3.4 The Collocator will request any and all maintenance by AT&T-22STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-22STATE with the location and identification of the equipment and a detailed description of the maintenance requested.

16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-22STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

16.4 Alarm Maintenance:

16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.

16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-22STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.

17.0 Interconnection to Others within the same Eligible Structure

17.1 Upon receipt of a BFFO, AT&T-22STATE will permit the Collocator to construct, via an AT&T-22STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-22STATE imposes on its own equipment.

17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.

17.1.2 The Collocator must utilize an AT&T-22STATE AIS Tier 1 to place the CLEC to CLEC connection.

17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.

17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.

17.1.5 The CLEC to CLEC connection shall utilize AT&T-22STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.

18.0 Extraordinary Charges, Special Construction and Custom Work / ICB Charges

18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-22STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).

18.1.1 AT&T-22STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-22STATE commencing such work.

18.1.3 AT&T-22STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.

18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of AT&T-22STATE's price quote. Construction will not begin until receipt of the Collocator's signed acceptance.

18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by AT&T-22STATE or other Collocators except on a pro-rated basis where reasonable.

19.0 DC Power Arrangement Provisioning and Power Reduction

19.1 In a CO AT&T-22STATE shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an AT&T-22STATE Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's AT&T-22STATE AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an AT&T-22STATE AIS Tier 1 to run the power distribution feeder cable from the AT&T-22STATE Power Source to the equipment in Collocator's Collocation arrangement. The AT&T-22STATE AIS Tier 1 contracted by Collocator must provide AT&T-22STATE with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). AT&T-22STATE will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an AT&T-22STATE AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's AT&T-22STATE

AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

19.2 AT&T-22STATE will permit Collocator to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the AT&T-22STATE Power source.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from AT&T-22STATE or an equivalent panel provided by the Collocator's AT&T-22STATE AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-22STATE technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each:

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. AT&T-22STATE provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as AT&T-22STATE equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an AT&T-22STATE AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the AT&T-22STATE rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-22STATE power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-22STATE BDFB or an AT&T-22STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.

19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-22STATE BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty 50) amp B feed) the Collocator must hire an AT&T-22STATE AIS Tier 1 to coordinate fuse changes at the AT&T-22STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-22STATE Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the Collocator must hire an AT&T-22STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-22STATE power plant.

19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-22STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-22STATE AIS Tier 1 will perform the power cable removal work up to the rack level.. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:

19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-22STATE rack level. Collocator must use a AT&T-22STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.

19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.

20.0 Collocation In CEV'S, HUTS And CABINETS

20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other AT&T-22STATE owned or controlled premises where Collocation is practical and Technically Feasible, e.g. where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment.

20.2 AT&T-13STATE will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.

20.3 AT&T SOUTHEAST REGION 9-STATE will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.

20.4 AT&T-22STATE: RT Collocation Arrangements - AT&T-22STATE shall make available -48V DC power for Collocator's RT Collocation arrangement at an AT&T-22STATE power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.

ATTACHMENT 13 - 251(C)(3) UNES

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1.0 Introduction

1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T-22STATE will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as "251(c)(3) UNEs" or "UNEs") for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T-22STATE's incumbent local Exchange areas.

1.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-22STATE that any item identified in this Agreement as a UNE or network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that AT&T-22STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.

1.3 The preceding includes without limitation that AT&T-22STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-22STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.

1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.

1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-22STATE may elect at its own discretion. AT&T-22STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-22STATE shall not be required to provide 251(c)(3) UNEs.

1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of AT&T-22STATE.

1.7 Subject to the terms herein, AT&T-22STATE is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T-22STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.

1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T-22STATE for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC's End User's service.

1.9 The Parties intend that this Attachment contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from AT&T-21STATE. Accordingly, except as may be specifically permitted by this Attachment, and then only to the extent permitted, CLEC and its Affiliates hereby fully and irrevocably waive any right or ability any of them might have to purchase any UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any AT&T-21STATE tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of AT&T-21STATE to enforce the foregoing (including if AT&T-21STATE fails to reject or otherwise block orders for, or provides or continues to provide, UNEs, or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, AT&T-21STATE may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, AT&T-21STATE may process any such order as being submitted under this Attachment and, further, may convert any element provided under tariff, to this Attachment effective as of the later in time of (i) the Effective Date of this Agreement, or (ii) the submission of the order by CLEC.

1.10 When an End User of CLEC elects to discontinue service and to transfer service to another local exchange carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

2.0 Definitions

2.1 AT&T-22STATE Premise(s) means as defined in Attachment 12 – Collocation.

2.2 "Building" or "same building" means a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.

2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, AT&T-22STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-22STATE offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).

2.4 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.

2.5 "Demarcation Point" means the point on the loop where AT&T-22STATE's control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.

2.6 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.7 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.8 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

2.9 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-22STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).

2.10 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate

devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by AT&T-22STATE.

2.11 "Network Interface Device (NID)" means any interconnection of End User premises wiring to AT&T-22STATE's distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.

2.12 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

2.13 "Route" means a transmission path between one of AT&T-22STATE's Wire Centers or switches and another of AT&T-22STATE's Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same Route, irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

2.14 "Unbundled Dedicated Transport (UDT)" means AT&T-22STATE interoffice transmission facilities between Wire Centers or switches owned by AT&T-22STATE, or between Wire Centers or switches owned by AT&T-22STATE and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. AT&T-22STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-22STATE Wire Centers.

2.15 "UNE Dedicated Transport Dark Fiber/Dark Fiber Transport" means AT&T-22STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-22STATE's network, connecting AT&T-22STATE switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

3.0 General Provisions

3.1 The rates for UNEs, UNE Combinations and Other Services are set forth in the Pricing Schedule.

3.2 If CLEC procures any UNEs, UNE Combinations and/or Other Services for which rates are not currently in the Pricing Schedule, AT&T-22STATE then reserves the right to charge a current state-specific price/market-based rate.

3.3 Without limitation, a UNE under this Agreement is Declassified upon or by (a) the issuance of an effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular UNE; or (b) an effective determination by a legislative, judicial or regulatory body finding that an ILEC is not required, or is no longer required, to provide the UNE pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the UNE on an unbundled basis pursuant to Section 251(c)(3). By way of example only, a UNE can be Declassified generally, or on an element-specific, Route-specific or geographically-specific basis or on a class of elements basis. For declassification of elements as the result of changes to Wire Center designations, Section 14.0 below shall apply.

3.4 If this Agreement requires or appears to require UNE(s) or the unbundling of an element without specifically noting a particular UNE or UNEs, the reference shall be deemed to be a reference to 251(c)(3) UNE(s), as defined in this Attachment. If a UNE is Declassified or is not required to be provided under this 251(c)(3) UNE Attachment and/or not described in this 251(c)(3) UNE Attachment, it is the Parties' intent that the UNE is not available under this Agreement, notwithstanding any reference to the UNE elsewhere in the Agreement, including in any other Attachment, or in the Pricing Schedule.

3.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement:

3.5.1 The procedure set forth in this Section does not apply to the Declassification events described in Sections 8.1.4 below, Section 9.1.7 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Caps are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC's TRO Remand Order (TRRO).

3.5.1.1 AT&T-22STATE shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-22STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one or more elements described as UNEs or as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-22STATE will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a "Transitional Period" of thirty (30) calendar days from the date of such Notice, AT&T-22STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T-22STATE Notice letter. AT&T-22STATE reserves the right to review CLEC's orders transmitted to AT&T-22STATE and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T-22STATE's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T-22STATE Notice, including the combination or other arrangement in which the element(s) were previously provided:

3.5.1.1.1 CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

3.5.1.1.2 AT&T-22STATE and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T-22STATE offers such an agreement, or an equivalent tariffed AT&T-22STATE service, or resale), or may agree that an analogous access product or service may be substituted, if available.

3.5.2 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) calendar day Transitional Period described in Section 3.5.1.1 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T-22STATE have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T-22STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

4.0 Responsibilities Of The Parties

4.1 AT&T-22STATE will provide access to UNEs for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3).

4.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.3 CLEC's use of any AT&T-22STATE UNE, or of its own equipment or facilities in conjunction with any AT&T-22STATE UNE, must not materially interfere with or impair service over any facilities of AT&T-22STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the

public. Upon reasonable written Notice and opportunity to cure, AT&T-22STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

4.4 Where processes for any UNE provided pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-22STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management guidelines found on AT&T CLEC Online website.

4.5 Performance of UNEs:

4.5.1 Each UNE will be provided in accordance with AT&T-22STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-22STATE at its sole discretion.

4.5.2 Nothing in this Attachment shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R.§§ 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules").

4.5.3 AT&T-22STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-22STATE places on itself for orders from its End Users and other CLEC's End Users.

4.5.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services that may be required because of changes in facilities, operations, or procedure of AT&T-22STATE minimum network protection criteria, or operating or maintenance characteristics of the facilities.

4.6 Conditions for Access to UNEs:

4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).

4.6.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.

4.6.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.

4.6.4 AT&T-22STATE shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.6.5 Reference Attachment 12 - Collocation for methods of access to and/or Interconnection with AT&T-22STATE 251(c)(3) UNEs.

5.0 Cross-Connects/Central Office Channel Interfaces (COCI)

5.1.1 In the AT&T-22STATE Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Attachment 12 - Collocation), AT&T-22-STATE will extend AT&T-22STATE 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-22STATE Premises where the 251(c)(3) UNEs are located.

5.1.2 AT&T-21STATE will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

5.1.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

5.1.2.2 CLEC shall refer trouble sectionalized in the AT&T-22STATE 251(c)(3) UNE to AT&T-22STATE's Maintenance Center.

5.1.3 In the AT&T SOUTHEAST REGION 9-STATE when UNEs are connected to Multiplexer, COCI will be used. COCI rates, terms and conditions are set forth in the Pricing Schedule.

6.0 New Combinations, Conversions, Commingling and EELs

6.1 New Combinations Involving UNEs:

6.1.1 Subject to the provisions hereof and upon CLEC request, AT&T-22STATE shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.

6.1.2 To the extent CLEC requests a combination for which AT&T-22STATE does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Attachment 08 - Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.

6.1.2.1 AT&T-22STATE will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.

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

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

6.1.3.2 AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

6.1.3.3 AT&T-22STATE would not be placed at a disadvantage in operating its own network;

6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-22STATE's network; and

6.1.3.5 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T-22STATE informs CLEC of such need to combine.

6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T-22STATE Premise, as defined in the Attachment 12 - Collocation.

6.2 Conversion of Wholesale Services to 251(c)(3)UNE/UNE Combinations Or 251(c)(3) UNE/UNE Combinations to Wholesale Services:

6.2.1 Upon request, AT&T-22STATE shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T-22STATE (collectively "Conversion").

6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T-22STATE.

6.2.3 AT&T-22STATE will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.

6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.

6.2.5 Where processes for the Conversion requested pursuant to this Attachment are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.

6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3)UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-22STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon written Notice to CLEC.

6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an AT&T-22STATE service.

6.2.6.2 AT&T-22STATE may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.

6.2.7 Conversion Pricing:

6.2.7.1 AT&T-22STATE shall charge the applicable non-recurring service order charge and applicable switch-as-is rates as set forth in the Pricing Schedule, for Conversions to specific UNE/UNE Combinations. AT&T-22STATE shall also charge the applicable non-recurring service order charge and applicable switch-as-is rates, as set forth in the Pricing Schedule, when converting from UNE/UNE combinations.

6.3 Commingling:

6.3.1 Commingling is not permitted, nor is AT&T-22STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-22STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-22STATE's network.

6.3.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-22STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.

6.3.3 Any Commingling obligation is limited solely to Commingling of one or more facilities or services that are provided at wholesale from AT&T-22STATE with UNEs; accordingly, no other facilities, services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T-22STATE might offer pursuant to Section 271 of the Act.

6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, AT&T-22STATE shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T-22STATE to the extent required by effective FCC rules and associated and effective FCC and judicial orders.

6.3.5 Upon request, and subject to Section 6, AT&T-22STATE shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE (as well as requests where CLEC also wants AT&T-22STATE to complete the actual Commingling), except that AT&T-22STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 6.2.1

above applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-22STATE's obligation to Commingle ceases if AT&T-22STATE informs CLEC of such need to Commingle.

6.3.6 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from AT&T-22STATE are available to CLEC at the CLEC's Collocation Arrangement. For Collocation terms and conditions see Attachment 12 – Collocation.

6.3.7 AT&T-22STATE has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.

6.3.7.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Attachment 08 - Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T-22STATE sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g. cross-connected) is to be made between them.

6.3.8 AT&T-22STATE will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. AT&T-22STATE shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this Section 6.3 above) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

6.3.9 AT&T-22STATE shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement.

6.4 Mandatory Eligibility Criteria for Access to Certain UNEs

6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Attachment, AT&T-22STATE shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.

6.4.2 AT&T-22STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

6.4.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

6.4.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-22STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and

for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

6.4.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and

6.4.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment; and

6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and

6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and

6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

6.4.2.1.8 AT&T-22STATE shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment.

6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Attachment if it is:

6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at AT&T-22STATE Premises within the same LATA as the End User's premises, when AT&T-22STATE is not the Collocator; or

6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when AT&T-22STATE is the Collocator.

6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.

6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after AT&T-22STATE provisions such new circuit. CLEC must provide AT&T-22STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

6.4.5.1 Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).

6.4.6 CLEC hereby agrees that by submitting an order to AT&T-22STATE for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.

6.4.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-22STATE.

6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-22STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T-22STATE's written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.

6.4.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.

6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-22STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-22STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T-22STATE shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state.

6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC must reimburse AT&T-22STATE for the cost of the independent auditor and for AT&T-22STATE's costs in the same manner and using the same methodology and rates that AT&T-22STATE is required to pay CLEC's costs under Section 6.4.7.4.2 below.

6.4.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6.4 above, AT&T-22STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

6.4.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.

6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of AT&T-22STATE to require such compliance, including if AT&T-22STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

7.0 Network Interface Device (NID)

7.1.1 Subject to Section 3.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.

7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-22STATE offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. In AT&T CONNECTICUT only, the CLEC access to the NID is offered as specified in the AT&T CONNECTICUT tariff.

7.1.3 AT&T-21STATE will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through AT&T-21STATE's NID, or at any other technically feasible point.

7.1.4 Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T-21STATE based on Time and Material charges. AT&T-21STATE, at the request of CLEC, will disconnect the AT&T-21STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.

7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-21STATE's NID where necessary.

7.1.6 The AT&T-21STATE NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T-21STATE to serve its End Users.

7.1.7 CLEC shall not attach to or disconnect AT&T-21STATE's ground. CLEC shall not cut or disconnect AT&T-21STATE's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.

7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T-21STATE's NID, can disconnect the End User's wiring from AT&T-21STATE's NID and reconnect it to CLEC's NID.

8.0 UNE Loop

8.1.1 Subject to Section 3.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.

8.1.2 Consistent with the applicable FCC rules, AT&T-22STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-22STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-22STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g. DS0s and integrated services digital network (ISDN) lines]), as well

as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T-22STATE Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to AT&T-22STATE via the BFR process set forth in Attachment 08 – Bona Fide Request, and CLEC shall be required to pay AT&T-22STATE for any HVPE that is provisioned by AT&T-22STATE to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.

8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Attachment, Pricing Schedule or for AT&T CONNECTICUT only, the tariff.

8.1.3.1 AT&T-21STATE 2-Wire Analog UNE Loop (Unbundled Voice Loop –SL1 (UVL-SL1))

8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.1.3.1.2 If CLEC requests one or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), AT&T-21STATE will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, AT&T-21STATE will notify CLEC of the lack of available facilities.

8.1.3.2 AT&T-21STATE 4-Wire Analog UNE Loop

8.1.3.2.1 A 4-Wire Analog UNE Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog UNE Loop provides separate transmits and receive paths.

8.1.3.3 AT&T-21STATE 2-Wire Digital UNE Loop/ 2-Wire ISDN

8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.

8.1.3.4 AT&T-22STATE DS1 Digital UNE Loop

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

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

8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.

8.1.3.4.4 DS1 UNE Loop "Caps" – AT&T-22STATE is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the

same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-22STATE's option it may accept or reject the order, but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.

8.1.3.5 AT&T-22STATE DS3 Digital UNE Loop

8.1.3.5.1 A DS3 Digital UNE Loop provides a digital, 45 Mbps transmission facility from an AT&T-22STATE central office to an End User's premises.

8.1.3.5.2 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.

8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.

8.1.3.5.4 DS3 UNE Loop "Caps" – AT&T-22STATE is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-22STATE's option it may accept or reject the order, but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.

8.1.3.6 FTTH/FTTC Loops

8.1.3.6.1 In new build (i.e. greenfield) areas, AT&T-22STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-22STATE deploys any such Loop to a residential unit that previously has not been served by any Loop facility.

8.1.3.6.2 In Overbuild situations where AT&T-22STATE has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R §51.319(a)(3)(iv), AT&T-22STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-22STATE has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:

8.1.3.6.2.1 AT&T-22STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-22STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv).

8.1.3.6.2.2 When AT&T-22STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-22STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-22STATE shall restore the copper Loop to serviceable condition upon request.

8.1.3.6.2.3 AT&T-22STATE may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure

requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.

8.1.3.6.2.4 If AT&T-22STATE retires the copper loop pursuant to this section, AT&T-22STATE shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the curb loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2Wire Voice Grade Loop to the same premises where such a loop is available.

8.1.4 Declassification Procedure

8.1.4.1 DS1 UNE Digital Loop – Subject to the Cap described in Section 8.1.3.4.4 above, AT&T-22STATE shall provide CLEC with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with 60,000 or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.2 DS3 Digital UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, AT&T-22STATE shall provide CLEC with access to a DS3 UNE Digital UNE Loop, where available, to any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by CLEC as UNEs under this Agreement, AT&T-22STATE will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.

8.1.4.3.1 Products provided by AT&T-22STATE in conjunction with such UNE Loops (e.g. cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.

8.1.4.4 The Parties agree that activity by AT&T-22STATE under this Section shall not be subject to the Network Disclosure Rules.

9.0 UNE DS1 and DS3 Dedicated Transport

9.1.1 Subject to Section 3.0 above of this Attachment, AT&T-21STATE shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.

9.1.2 For purposes of this Agreement, AT&T-22STATE is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of AT&T-22STATE Wire Centers.

9.1.3 AT&T-22STATE will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.

9.1.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC request, and only over Routes that are not or have not been Declassified.

9.1.5 AT&T CONNECTICUT offers DS1/DS3 UDT as described in Section 18 of the Connecticut Access Service Tariff.

9.1.6 DS1 and DS3 UDT includes, as follows:

9.1.6.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.

9.1.6.2 DS3 UDT Caps – AT&T-22STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-22STATE's option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

9.1.6.3 DS1 UDT Caps - AT&T-22STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-22STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

9.1.7 Declassification Procedure

9.1.7.1 Wire Center "Tiers" – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three "tiers," as follows:

9.1.7.1.1 Tier 1 Wire Centers are those AT&T-22STATE Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those AT&T-22STATE tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

9.1.7.1.2 Tier 2 Wire Centers are those AT&T-22STATE Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

9.1.7.1.3 Tier 3 Wire Centers are those AT&T-22STATE Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

9.1.7.2 DS1 Dedicated Transport Declassification

9.1.7.2.1 Subject to the Cap described in Section 9.1.6.3 above AT&T-22STATE shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, AT&T-22STATE must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this

Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).

9.1.7.3 DS3 Dedicated Transport Declassification

9.1.7.3.1 Subject to the Cap described in 9.1.6.1 above, AT&T-22STATE shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T-22STATE must provide DS3 UDT under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).

9.1.7.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, AT&T-22STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below .

9.1.7.4.1 Products provided by AT&T-22STATE in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g. cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.

9.1.7.5 The Parties agree that activity by AT&T-22STATE under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

10.0 UNE Dedicated Transport Dark Fiber

10.1 Subject to Section 4.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. AT&T-22STATE is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.

10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within AT&T-22STATE's network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule. AT&T CONNECTICUT offers UNE Dedicated Transport Dark Fiber as described in Section 18.2.1N of the Connecticut Access Service Tariff.

10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, AT&T-21STATE will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. AT&T-21STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of AT&T-21STATE Wire Centers. AT&T-21STATE will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each AT&T-21STATE central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

10.4 Spare Dark Fiber Transport Inventory Availability and Condition:

10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.

10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for AT&T-21STATE's forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

10.4.3 CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.

10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.

10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:

10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, AT&T-21STATE's right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section.

10.7.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.

10.7.3 AT&T-21STATE may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T-21STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T-21STATE must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet AT&T-21STATE's bandwidth requirements within the twelve (12) months following the revocation.

10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:

10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an AT&T-21STATE-approved splitter shelf. This arrangement allows for non-intrusive testing.

10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.

10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.

10.9.1 AT&T-21STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.

10.10 Dark Fiber Transport Declassification:

10.10.1 AT&T-22STATE shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 14.0 below As such, AT&T-22STATE must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).

10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T-22STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T-22STATE.

10.10.3 Products provided by AT&T-22STATE in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this section where such fiber is Declassified.

10.10.4 The Parties agree that activity by AT&T-22STATE under this Section shall not be subject to the Network Disclosure Rules.

11.0 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport

11.1.1 AT&T-22STATE shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. AT&T-22STATE shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

11.1.2 A "Routine Network Modification" is an activity that AT&T regularly undertakes for its own customers. RNM include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T-22STATE ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T-22STATE does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-22STATE will place drops in the same manner as it does for its own End Users

11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T-22STATE is not obligated to perform those activities for CLEC.

11.1.4 AT&T-22STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-22STATE's retail End Users.

11.1.5 AT&T-22STATE has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.

11.1.6 Notwithstanding anything to the contrary herein, AT&T-22STATE's obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.

11.1.7 AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T-22STATE will impose charges for RNM in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the RNM for which AT&T-22STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.

12.0 911/E911 Database

12.1.1 Access to the AT&T-22STATE 911/ E911 call-related databases will be provided as described in Attachment 05 - 911/E911.

13.0 Operations Support Systems (OSS) FUNCTIONS

13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-22STATE's databases and information. AT&T-22STATE

will provide CLEC access to its OSS Functions as outlined in Attachment 07 - Operations Support Systems (OSS).

14.0 Non-Impaired Wire Center Criteria And Related Processes

14.1 AT&T-22STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE 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.

14.2 Commission-approved Wire Center Lists:

14.2.1 In states where the Commission has already determined 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), CLEC may no longer self-certify or request DS1/DS3 High-Capacity UNE 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.

14.3 Wire Center Lists Pending Commission Approval:

14.3.1 In states where 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), AT&T-22STATE's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved AT&T-22STATE's designations.

14.4 Self-Certifications:

14.4.1 CLEC shall perform a reasonably diligent inquiry to determine whether, to the best of CLEC 's knowledge, the Wire Center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii).

14.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T-22STATE Wire Center non-impairment designation, the CLEC will provide a self-certification to AT&T-22STATE identifying the Wire Center(s) for which it is self-certifying. To self-certify, CLEC can send a letter to AT&T-22STATE claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T-22STATE.

14.4.3 If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, then AT&T-22STATE shall provision the requested facilities in accordance with CLEC's order and within AT&T-22STATE's standard ordering interval applicable to such facilities.

14.4.4 If AT&T-22STATE in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section of this Agreement, AT&T-22STATE will modify its systems to accept such orders within 5 business hours of CLEC notification to its Local Service Specialist.

14.4.5 CLEC may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.

14.5 CLEC may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where CLEC has met the volume Cap set forth in Sections 8.1.3.4.4 above and 8.1.3.5.4 above (for DS1/DS3 UNE Loops) and 9.1.6.3 above and 9.1.6.2 above (for DS1/DS3 Dedicated Transport).

14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3

UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, AT&T-22STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.

14.7 AT&T-22STATE will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 14.0 above of this Agreement

14.8 If it desires to do so, AT&T-22STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:

14.8.1 AT&T-22STATE will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC 's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.

14.8.2 AT&T-22STATE will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.

14.8.3 AT&T-22STATE will notify CLEC of the filing of such a dispute via Accessible Letter.

14.8.4 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.

14.9 During the timeframe of any dispute resolution proceeding, AT&T-22STATE shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.

14.10 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 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:

14.10.1 For Wire Centers designated by AT&T-22STATE prior to March 11, 2005 and

14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,

14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus 15% ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.2.3 For Wire Centers designated by AT&T-22STATE after March 11, 2005,

14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-22STATE's Wire Center designation,

14.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.

14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-22STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.3 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-22STATE 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-22STATE intends to rely, which will include the detailed business line information for the AT&T-22STATE Wire Center or centers that are the subject of the dispute.

15.0 Future Wire Center Designations

15.1 The parties recognize that Wire Centers that AT&T-22STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-22STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process:

15.1.1 AT&T-22STATE may update the Wire Center list as changes occur.

15.1.2 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-22STATE will provide notification to CLEC via Accessible Letter and by a posting on AT&T CLEC Online website.

15.1.3 AT&T-22STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.

15.1.4 In the event the CLEC disagrees with AT&T-22STATE's determination, CLEC will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute AT&T-22STATE's Wire Center determination by providing a self-certification to AT&T-22STATE.

15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-22STATE's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the 90th day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T-22STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T-22STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.

15.1.6 If CLEC does provide self-certification to dispute AT&T-22STATE's designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, AT&T-22STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&T-22STATE will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.

15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus 15%.

16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s)

16.1 The provisions of Section 14.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC 's End User's service, and all applicable charges shall apply. Cross-connects provided by AT&T-22STATE in conjunction with such UNE 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 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

16.2 AT&T-22STATE will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T-22STATE will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

16.3 A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 14.4.1 above of this Agreement, and if CLEC and AT&T-22STATE have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then AT&T-22STATE may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark

Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.

Attachment 14 - xDSL Loops

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1.0 Introduction

1.1 AT&T-21STATE will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

2.0 General Provisions

2.1 AT&T-21STATE will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

2.2 AT&T-21STATE will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning AT&T-21STATE is to perform in provisioning the order.

2.3 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.

2.4 Maintenance, Repair and Testing:

2.4.1 AT&T-21STATE shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).

2.4.2 Line and Station Transfer (LST): For a loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by AT&T-12STATE to resolve a trouble, AT&T-12STATE, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and AT&T-12STATE determines that an LST can be performed, the AT&T-12STATE LOC will contact the CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in the Pricing Schedule shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an AT&T-12STATE network-related problem, then CLEC will not be charged the LST rate or for AT&T-12STATE's resolution of the trouble. If, however, the trouble is found not to be an AT&T-12STATE network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in the Pricing Schedule, in addition to the applicable LST charge.

3.0 Product Specific Service Delivery Provisions

3.1 Loop Makeup Information and Ordering:

3.1.1 At the CLEC's request, AT&T-21STATE will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in AT&T-21STATE's database and records via:

3.1.1.1 a mechanized Loop makeup for near real-time access to data available electronically; or

3.1.1.2 manual Loop makeup for information that may not be available electronically.

3.1.2 CLEC will be given nondiscriminatory access to the same Loop makeup information that AT&T-21STATE is providing to any other CLEC, AT&T-21STATE's retail or wholesale operations and/or its advanced services Affiliate.

3.1.2.1 In the AT&T SOUTHEAST REGION 9-STATE region, CLEC will have access to Loop makeup information only on facilities owned or controlled by AT&T SOUTHEAST REGION 9-STATE or controlled by the requesting CLEC.

3.1.3 AT&T-21STATE does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.

3.2 Provisioning Intervals:

3.2.1 AT&T-21STATE's provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.

3.3 Loop Conditioning (a.k.a Line Conditioning in AT&T SOUTHEAST REGION 9-STATE):

3.3.1 AT&T 21STATE will condition xDSL Loops and xDSL/UCSL Subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii).

3.3.2 All modifications for Loop Conditioning/Line Conditioning in this section will be performed at the rates set forth in the Pricing Schedule.

3.3.3 AT&T-21STATE shall provide Line Conditioning on 251(c)(3) Unbundled Loops, as requested by CLEC, even in instances where AT&T-21STATE does not provide advanced services to the End User on that 251(c)(3) Unbundled Loop.

3.3.4 AT&T-21STATE will not modify a 251(c)(3) Unbundled Loop in such a way that it no longer meets the technical parameters of the original 251(c)(3) Unbundled Loop type e.g., voice grade, etc., being ordered.

3.3.5 In AT&T-12STATE (i) If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that AT&T-12STATE perform some or all of the available loop conditioning to remove excessive bridged tap, load coils and/or repeaters at the rates set forth in the Pricing Schedule. CLEC may obtain loop conditioning information according to the terms and conditions described in the AT&T CLEC Online website; incorporated herein by reference, as may be modified from time to time.

3.3.6 AT&T SOUTHEAST REGION 9-STATE will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T SOUTHEAST REGION 9-STATE will remove load coils on copper 251(c)(3) Unbundled Subloops where the total loop distance (feeder plus distribution) from the AT&T SOUTHEAST REGION 9-STATE Central Office to the End User is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the End User is equal to or less than 18,000 feet.

3.3.7 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In AT&T SOUTHEAST REGION 9-STATE loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to AT&T SOUTHEAST REGION 9-STATE's Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.

3.3.8 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, AT&T SOUTHEAST REGION 9-STATE may perform a pair change and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent,

AT&T SOUTHEAST REGION 9 STATE will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.

3.3.9 CLEC shall request 251(c)(3) Unbundled Loop make up information pursuant to this Attachment prior to submitting a Service Inquiry, in accordance to the terms and conditions described in the AT&T CLEC Online website, and/or a Local Service Request (LSR) for the 251(c)(3) Unbundled Loop type that CLEC desires AT&T SOUTHEAST REGION 9-STATE to condition.

3.3.10 When requesting ULM for a 251(c)(3) Unbundled Loop that AT&T SOUTHEAST REGION 9-STATE has previously provisioned for CLEC, CLEC will submit a Service Inquiry to AT&T SOUTHEAST REGION 9-STATE. If a spare 251(c)(3) Unbundled Loop facility that meets the 251(c)(3) Unbundled Loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the 251(c)(3) Unbundled Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T SOUTHEAST REGION 9-STATE changes the 251(c)(3) Unbundled Loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

3.4 Loops and Subloops available under this Attachment are further identified in the Pricing Schedule and AT&T CLEC Online website.

3.5 Pricing/Rates:

3.5.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops, and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule.

3.5.2 In those instances specified herein, or in the event that AT&T-21STATE agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).

ATTACHMENT 15 - COORDINATED HOT CUT

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by AT&T-13STATE and for Order Coordination (OC) and Order Coordination-Time Specific (OC-TS) provided by AT&T SOUTHEAST REGION 9-STATE.

2.0 Definitions

2.1 "Conversion of Service" means the matching of the disconnect of one Telecommunications product or service with the installation of another Telecommunications product or service.

2.2 "Designated Installation" means an installation of service occurring at a specific time of day as specified.

3.0 CHC and OC (CHC/OC) Service Description

3.1 CHC/OC is an optional manual service offering that permits CLEC to request a Designated Installation and/or Conversion of Service during or after normal business hours.

3.2 CHC/OC allows the Parties to coordinate the installation of the SL2 Loops (AT&T SOUTHEAST REGION 9-STATE), Unbundled Digital Loops and other Loops where CHC/OC may be purchased as an option, to CLEC's facilities in order to limit the time an End User may be without service. CHC/OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. CHC/OC for physical conversions will be scheduled at AT&T-22STATE's discretion during normal working hours on the committed due date.

3.3 CLEC will initiate the beginning of a CHC/OC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with AT&T-22STATE.

3.4 AT&T-22STATE may limit the number of service orders that can be coordinated based on workload and resources available. AT&T-22STATE shall approve the CHC/OC request on a non-discriminatory basis, by requesting carrier, and on a first come first served basis.

3.5 AT&T-22STATE reserves the right to suspend the availability of CHC/OC service during unanticipated heavy workload/activity periods. Heavy workload includes any unanticipated volume of work that impacts AT&T-22STATE's ability to provide its baseline service. Where time permits, AT&T-22STATE will make every effort to notify CLEC when such unanticipated activities occur.

4.0 CHC/OC Pricing

4.1 CHC/OC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the coordinated cut.

4.2 When CLEC orders CHC/OC service, AT&T-22STATE shall charge and CLEC agrees to pay for CHC/OC service at the "additional labor" or "Time and Material" rates set forth in the Pricing Schedule.

4.3 In the event AT&T-22STATE fails to meet a CHC/OC service commitment for reasons within the control of AT&T-22STATE, AT&T-22STATE will not charge CLEC a CHC/OC service charge. However, in the event AT&T-22STATE misses a CHC/OC service commitment due to reasons outside of AT&T-22STATE's control, including but not limited to actions of CLEC, its agent or End User, the CHC/OC service charge will still apply. For example, if CLEC requests any change to an order with CHC/OC service including, but not limited to, no access to the CLEC's End User's premises, or CLEC/End User not ready to proceed with the order, the CHC/OC service charge will apply and AT&T-22STATE will not be obligated to ensure a CHC/OC for that order.

5.0 Order Coordination-Time Specific (OC-TS) AT&T SOUTHEAST REGION 9-STATE Only

5.1 OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. CLEC may specify a time between 9:00 a.m. and 4:00 p.m. (local time) Monday through Friday, excluding AT&T SOUTHEAST REGION 9-STATE's holidays. If CLEC specifies a time outside this window, or selects a time or quantity of loops that requires AT&T SOUTHEAST REGION 9-STATE technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied

based on the amount of overtime worked and in accordance with the rates set forth in the Pricing Schedule. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

ATTACHMENT 16 - RESALE

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions for Resale Services provided by AT&T-22STATE to CLEC.

1.2 To the extent required by Section 251(c)(4) of the Act, AT&T-22STATE shall make available to CLEC for resale at wholesale rates Telecommunications Services that AT&T-22STATE provides at retail to End Users who are not Telecommunications Carriers.

1.3 Each state-specific avoided cost discount applicable to rates paid by CLEC for the resale of Telecommunications Services is referred to herein as a Resale Discount. Where available, Resale Discounts are listed in the Pricing Schedule; if not listed in the Pricing Schedule, the Resale Discount(s) and/or rate(s) as stated or reflected in the applicable Tariff shall apply.

1.4 Except as otherwise expressly provided herein, the state-specific Tariff(s) shall govern the terms, conditions and charges associated with the Telecommunications Services available to CLEC for resale, with the exception of any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AT&T-22STATE to its End Users.

1.5 Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.0 Definitions

2.1 "Special Needs Services" means services for the physically disabled as defined in state-specific Tariffs.

2.2 "Tariff" means the most current state-specific retail and, where available, resale tariff(s) and/or Guidebook(s) (the latter as posted on the AT&T CLEC Online website).

3.0 General Provisions

3.1 AT&T-22STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are concurrently offered to AT&T-22STATE's End Users at retail.

3.2 AT&T-22STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&T-22STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.

3.3 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a service has been grandfathered it is available to CLEC for resale at the Resale Discount pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that End User's existing location, both at the time of grandfathering.

3.4 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the Tariff(s) applicable to the state(s) in which service is being offered.

3.5 Except where otherwise explicitly permitted in AT&T-22STATE's Tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.6 CLEC shall only resell services provided under this Attachment to the same category of End User(s) to whom AT&T-22STATE offers such services (for example, residence service shall not be resold to business End Users).

3.6.1 Where available for Resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services and/or low income assistance services (e.g., LifeLine and Link-Up) to End Users who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

3.7 When ordering services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-22STATE upon reasonable request) appropriate documentation, including, but not limited to, original end user service order data, evidencing the eligibility of its End Users for such offering or promotion. AT&T-22STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

3.8 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for Resale, whether at the Resale Discount or otherwise; provided, however, that AT&T-22STATE shall offer Short-Term Promotions for Resale at no Resale Discount in a particular state if and only to the extent required by Commission order in that state.

3.9 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

3.10 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local Exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

3.11 If CLEC is in violation of any provision of this Attachment, AT&T-22STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AT&T-22STATE in writing that the violation has been corrected. AT&T-22STATE will bill CLEC a sum equal to:

(i) the charges that would have been billed by AT&T-22STATE to CLEC or any Third Party but for the stated violation; and

(ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater.

Should CLEC dispute the stated violation, CLEC must notify AT&T-22STATE in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the Resale Notice from AT&T-22STATE and comply with the Dispute Resolution provisions of the General Terms and Conditions ("GT&C") of the Agreement ("Dispute Resolution provisions"). Resolution of any dispute under this Attachment shall also be conducted in compliance with the Dispute Resolution provisions in the GT&C.

3.12 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption (or resale to similarly-situated end users) of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof (including, without limitation, the wholesale discount, if any,

associated with such resale). Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

3.13 Except where otherwise required by law, CLEC shall not, without AT&T-22STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-22STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-22STATE in the provision of Telecommunications Services to CLEC's End Users.

4.0 Responsibilities of Parties

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-22STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-22STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-22STATE is free to reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-22STATE maintenance center(s) twenty-four (24) hours a day, seven (7) days a week, or otherwise shall be in parity with the ability offered by AT&T-22STATE to its End Users. CLEC will be assigned Maintenance Center(s) when CLEC's initial service agreements are made. CLEC End Users calling AT&T-22STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-22STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-22STATE's network facilities, including without limitation those on End User premises.

4.4 CLEC's End Users' activation of Call Trace and annoying call complaints shall be handled by the AT&T-22STATE operations centers responsible for handling such requests. AT&T-22STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-22STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-22STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-22STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-22STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-22STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the GT&C's of the Agreement.

5.0 Billing and Payment of Rates and Charges

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-22STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-22STATE.

5.2 AT&T-22STATE shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6.0 Ancillary Services

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-22STATE 911 services are contained in Attachment 05 – 911/E911.

6.2 White Pages: The rates, terms and conditions for the provision of White Pages services are contained in White Pages section of Attachment 06 - Customer Information Services.

6.3 Resale Operator Services and Directory Assistance (OS/DA): The rates, terms and conditions for reselling AT&T-22STATE OS/DA services are contained in OS/DA section of Attachment 06 - Customer Information Services.

6.4 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Pay Telephone Service is the only local service available for resale to PSPs. Rates for Pay Telephone Service are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not subject to a wholesale discount.

7.0 Suspension of Service

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 CLEC may offer to resell Customer Initiated Suspension and Restoral Service, as defined in the applicable Tariff(s), to its End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount unless required by Commission order(s).

7.3 AT&T-22STATE will offer Suspension of Service to CLEC for the purpose of CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount, unless required by Commission order(s).

PRICING SCHEDULE

1.0 Pricing Schedule

1.1 This Attachment sets forth the pricing terms and conditions. The rate tables included in this Attachment may be divided into categories. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 Replacement of Non-Interim Rates

1.2.1 Certain of the current rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established "Current Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.2, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Current Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Current Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable (i.e., not an order or docket relating only to a specific complaint or interconnection agreement arbitration) to the Interconnection Services, either Party may provide written notice ("Rate Change Notice") to the other Party, after the effective date of such order, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Current Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any written amendment or further Commission action, CLEC's billing tables will be updated to reflect (and CLEC shall pay) the Modified Rate(s), pursuant to timeframes as specifically set forth in Section 1.2.1.1 below and Section 1.2.1.3 below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Section 1.2.1.1 below and Section 1.2.1.3 below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Current Rate(s) were replaced by the Modified Rate(s), and shall submit such amendment to the Commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided:

1.2.1.1 If the Rate Change Notice is issued by a Party within ninety (90) calendar days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and AT&T-22STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established current Rate(s) for the period after the effective date of the order, in accordance herewith.

1.2.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.2.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.2 above, but not within ninety (90) calendar days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, on a prospective basis only, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Current Rate(s) with the Modified Rate(s) if the terms and conditions of this Section 1.2 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (containing this Section 1.2,) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the

Commission-established current Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.2 above.

1.3 Replacement of Interim Rates

1.3.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Interconnection Services specifically identified herein as interim, either Party may, within ninety (90) calendar days after the effective date of such Commission order, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the new Commission-established rate(s) ("Replacement Rates") to replace and supersede the Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, AT&T-22STATE will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.3.2 If the Replacement Rate Notice is given within ninety (90) calendar days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and AT&T-22STATE will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.3.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.3.4 In the event that a Party issues a Rate Notice under this Section 1.3 above, but not within ninety (90) calendar days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.3.5 In the event the terms and conditions of this Section 1.3 above were not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.3 above) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.3 above.

1.4 Notice to Adopting CLECs

1.4.1 Notwithstanding anything to the contrary in this Pricing Schedule and Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T-22STATE and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any adopting CLEC is foreclosed from making any such claim hereunder.

1.4.2 AT&T-22STATE obligation, under this Agreement, per the GT&C is to only provide Interconnection Services for which complete rates, terms and conditions are contained in this Agreement. Accordingly, to the extent

CLEC orders a product or service for which there are not complete rates, terms and conditions contained in this Agreement, AT&T-22STATE may reject the order. CLEC must amend this Agreement to allow ordering of products and services for which complete rates, terms and conditions did not exist as of the Effective Date of the Agreement to the extent such product or service is still available at the time of the request. In the event that CLEC orders, and AT&T-22STATE provisions, a product or service to CLEC for which there are not complete rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.4.3 CLEC shall pay for the product or service provisioned to CLEC at the rates set forth in AT&T-22STATE's applicable intrastate tariff(s) for the product or service or, to the extent there are no tariff rates, terms or conditions available for the product or service in the applicable state, then CLEC shall pay for the product or service at AT&T-22STATE's current generic contract rate for the product or service set forth in AT&T-22STATE's applicable state-specific generic Pricing Sheet as published on the AT&T CLEC Online website; or

1.4.4 CLEC will be billed and shall pay for the product or service as provided in Section 1.4.3 above, and AT&T-22STATE may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If CLEC and AT&T-22STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&Cs.

1.4.5 AT&T-22STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such products and/or services.

1.4.6 Where the rate for an AT&T-22STATE Interconnection Service is identified as a tariffed rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.

1.4.7 The Resale Discount applicable to purchases of Resold Services in each State is the current Commission-approved rate. Any Commission approved or ordered change in the Resale discount for Resold Services shall be automatically incorporated into this Agreement for the state in which such Commission approves or orders the change. The issuance of the Commission Order approving such change shall be the only Notice required under this Agreement.

1.5 Establishment of "TBD" Rates

1.5.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or no rate is shown, the Parties understand and agree that when a rate, price or charge is established by AT&T-22STATE for that Interconnection Service and incorporated into AT&T-22STATE's current state-specific Generic Pricing Sheet as published on the AT&T CLEC Online website, that rate(s) ("Established Rate") shall automatically apply to the Interconnection Service provided under this Agreement back to the Effective Date of this Agreement as to any orders CLEC submitted and AT&T-22STATE provisioned for that Interconnection Service without the need for any additional modification(s) to this Agreement or further Commission action. AT&T-22STATE shall provide Written Notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the Effective Date of the Agreement. The Parties shall negotiate a conforming amendment, which shall reflect the Established Rate that applies to such Product or Service pursuant to this Section 1.5 above, and shall submit such Amendment to the State Commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, AT&T-22STATE shall bill CLEC to reflect the application of the Established Rate retroactively to the Effective Date of the Agreement between the Parties.

1.5.2 AT&T-22STATE's provisioning of such orders for such Interconnection Services is expressly subject to this Section 1.5 above and in no way constitutes a waiver of AT&T-22STATE's right to charge and collect payment for such Interconnection Services.

1.6 Recurring Charges

1.6.1 Unless otherwise identified in the Pricing Sheet, where rates are shown as monthly, a month will be defined as a thirty (30) day calendar month. The minimum term for each monthly rated Interconnection Services will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for Interconnection Services, if applicable, will be specified in the rate tables included in this Attachment.

1.6.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed AT&T-22STATE will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, AT&T-22STATE will round up to the next whole mile before determining the mileage and applying rates.

1.7 Non-Recurring Charges:

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

1.7.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each 251(c)(3) UNE.

1.7.3 When CLEC converts an End-User currently receiving non-complex service from AT&T-22STATE, without any facilities rearrangements to AT&T-22STATE's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

1.7.4 CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-22STATE to process a request for installation, disconnection, rearrangement, change, or record order.

1.7.5 In some cases, Commissions have ordered AT&T-22STATE to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T-22STATE, regardless of whether or not a disconnect order is issued by CLEC.

1.7.6 Time and Material charges, also known as Additional Labor Charges, are defined in the Price Sheet contained herein.

1.7.7 Loop Zone charges are defined in the Price Sheet contained herein.

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	NRBXZ	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 - Intitial - 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 - Intitial - 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/		NR9OT	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	NR9OY	N/A	$ 10.64	N/A
109			Connection Additional	NR9OZ	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	NKCAY	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	NKCBL		$ 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 + Disconnnection)					
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	Channalized 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 (DSO or DS1) Terminating to Collo					
268		Channelized Facility from POP, DS1, Design and Coordination charge	NKCCE	N/A	N/A	
269		Channelized Facility from POP, DS3, Design and Coordination Charge	NKCCF	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	NKCCH	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 Interofcfice Transport - NRC	NRB54	N/A	$ 612.88	N/A
289						
290		Routine Modifications				
291		Routine Modiifications 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		Unauthoirzed 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		
384							
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.				
388			01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent				
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)
1	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED**				
2	**REAL ESTATE**				
3	Site Conditioning	Per Sq. Ft. of space used by CLEC	**S8FWB**		$9.28
4	Safety & Security	Per Sq. Ft. of space used by CLEC	**S8F4N**		$19.56
5	Floor Space Usage	Per Sq. Ft. of space used by CLEC	**S8F4L**	$5.97	
6	**COMMON SYSTEMS**				
7	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**S8F4A**	$0.44	$59.86
8	**PLANNING**				
9	Planning - Central Office	Per Sq. Ft. of space used by CLEC	**S8GCA**	$0.09	$7.55
10	Planning	Per Request	**NRFCD**		$5,244.43
11	Planning - Subsequent Inter. Cabling	Per Request	**NRFCE**		$2,267.04
12	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
13	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
14	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
15	**POWER PROVISIONING**				
16	**Power Panel:**				
17	50 Amp	Per Power Panel (CLEC Provided)	**NONE**		
18	200 Amp	Per Power Panel (CLEC Provided)	**NONE**		
19	**Power Cable and Infrastructure:**				
20	Power Cable Rack	Per Four Power Cables or Quad	**NONE**		
21	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	**C1F31**	$0.25	$48.23
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	**S8GF1**	$0.25	$48.23
23	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	**C1F32**	$0.25	$48.23
24	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	**C1F33**	$0.25	$48.23
25	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	**S8GF2**	$0.25	$48.23
26	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	**S8GF3**	$0.25	$48.23
27	**Equipment Grounding:**				
28	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	**S8FCR**	$0.03	$0.92
29	**DC POWER AMPERAGE CHARGE**				
30	Per Amp	Per Amp	**C1FWA**	$9.80	
31	**FIBER CABLE PLACEMENT**				
32	**Central Office:**				
33	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	**S8FQ9**	$4.85	$809.13
34	Entrance Conduit	Per Fiber Cable Sheath	**S8FW5**	$8.76	
35	**MISCELLANEOUS & OPTIONAL COST:**				
36	**MISCELLANEOUS COSTS**				
37	Timing Lead	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)	**NRL6O**		$5.29
44	**INTERCONNECTION COSTS:**				
45	**ILEC TO CLEC CONNECTION**				
46	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**S8F48**	$3.86	$156.02
47	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**S8FWU**	$3.86	$156.02
48	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	**S8FQM**	$295.42	$3,105.79
49	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	**S8F46**	$6.07	$486.89
50	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	**S8F47**	$115.30	$1,809.40
51	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	**S8FQN**	$5.69	$116.67
52	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	**S8FQR**	$3.58	$698.82
53	**CLEC TO CLEC CONNECTION**				
54	Cable Racking and Hole for Optical	Per Cable	**S8GFE**	$0.82	
55	Cable Racking and Hole for DS1	Per Cable	**S8GFF**	$0.57	
56	Cable Racking and Hole for DS3	Per Cable	**S8GFG**	$0.50	
57	Route Design		**NRFCX**		$424.88
58	Connection for DS1	Per 28 Circuits (CLEC provides cable)	**S8GFH**	$0.18	
59	Connection for DS3	Per Circuit (CLEC provides cable)	**S8GFJ**	$0.12	
60	Connection for Optical	Per Cable (CLEC provides cable)	**S8GFK**	$0.31	
61	**TIME SENSITIVE ACTIVITIES**				
62	**PRE-VISITS**				
63	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCR**		$23.23
64	Comm. Tech - Craft	Per 1/4 Hour	**NRFCS**		$19.60
65	CO Manager - 1st Level	Per 1/4 Hour	**NRFCT**		$19.72
66	Floor Space Planning - 1st Level	Per 1/4 Hour	**NRFCU**		$19.24
67	**CONSTRUCTION VISITS**				
68	Project Manager - 1st Level	Per 1/4 Hour	**NRFCV**		$19.24
69	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	**NRFCZ**		$23.23
70					
71	**CLEC-PROVISIONED FACILITIES & EQUIPMENT: 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	**NRFCE**		$2,267.04
82	Planning - Subsequent Power Cabling	Per Request	**NRFCF**		$2,306.10
83	Planning - Subs. Inter./Power Cabling	Per Request	**NRFCG**		$2,884.60
84	Planning - Non-Standard	Per Request	**NRFCH**		$1,436.00
85	**POWER PROVISIONING**				
86	**Power Panel:**				
87	50 Amp	Per Power Panel (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	**NRFCK**		$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	**NRFCT**		$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	**NRFCE**		$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	**NRFCK**		$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	**NRFXK**		$503.95
382	Project Management Fee – Space Reassignment	Per Request	**NRFXL**		$2,883.10
383	Restencil DS0/DSL Block	Per 100 pair block	**NRFXM**		$15.33
384	Restencil DS1 Block	Per 28 DS1s	**NRFXN**		$6.02
385	Restencil DS3 Coax Cable	Per cable	**NRFXO**		$4.90
386	Restencil Fiber Cable Block	Per 12 pair cable	**NRFXP**		$91.95
387	Restencil Fiber Jumper Block	Per 4 jumpers	**NRFXQ**		$61.30
388	Restencil Power and tag cables	Per 1-4 feeds	**NRFXR**		$107.28
389	Restencil Timing Source and tag cable	Per cable	**NRFXS**		$122.60
390	Timing Record Book Update	Per element	**NRFXT**		$45.98
391	Interconnection Records Update	Per element	**NRFXU**		$296.61
392	Power Records Update	Per element	**NRFXV**		$355.94
393	Vendor Engineering	Per Space Reassignment job	**NRFXW**		$711.88
394					
395	**RATES AND CHARGES FOR**				
396	**POWER REDUCTION (CABLE REMOVAL)**				
397	Application Fee	Per Request	**NRFXX**		$503.95
398	Project Management Fee – Power Reduction(cable removal)	Per Request	**NRFXY**		$2,220.45
399	Remove Power Cable-50AMP feed & below	Per linear foot	**NRFXZ**		$24.76
400	Remove Power Cable-100AMP feed & above	Per linear foot	**NRFY1**		$22.73
401					
402	**RATES AND CHARGES FOR**				
403	**POWER REDUCTION (REFUSING ONLY)**				
404	Application Fee	Per Request	**NRFY2**		$503.95
405	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	**NRFY3**		$1,562.80
406	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	**NRFY4**		$2,004.57
407	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	**NRFY5**		$367.81
408	Restencil Power and tag cables	Per 1-4 feeds	**NRFY6**		$107.28
409	Power Records Update	Per element	**NRFY7**		$355.94
410	Vendor Engineering	Per Space Reassignment job	**NRFY8**		$711.88
411	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	**NRFY9**		$490.41
412	Restencil Power and tag cables	Per 1-4 feeds	**NRFYA**		$107.28
413	Power Records Update	Per element	**NRFYB**		$355.94
414	Vendor Engineering	Per Space Reassignment job	**NRFYC**		$711.88
415					
416	**RATES AND CHARGES FOR**				
417	**INTERCONNECTION TERMINATION REDUCTION**				
418	Application Fee	Per Request	**NRFYD**		$503.95
419	Project Management Fee – Interconnection Cable Reduction	Per Request	**NRFYE**		$2,441.33
420	Remove VF/DS0 Cable	Per linear foot	**NRFYF**		$2.60
421	Remove DS1 Cable	Per linear foot	**NRFYG**		$4.89
422	Remove DS3 Cable (Coax)	Per linear foot	**NRFYH**		$3.57
423	Remove Fiber Cables	Per linear foot	**NRFYJ**		$14.43
424	Remove Fiber Jumpers	Per linear foot	**NRFYK**		$18.79